

John THE *Smith 1810*
YOUNG CLERK'S
MAGAZINE:

O R,
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CONTAINING,

A Variety of the most useful **Precedents**
of Articles of Agreement, Bonds, Bills, Re-
cognizances, Releases, Letters and Warrants
of Attorney, Awards, Bills of Sale, Gifts,
Grants, Leases, Assignments, Mortgages,
Surrenders, Jointures, Covenants, Copart-
nerships, Charter-parties, Letters of Licence,
Compositions, Conveyances, Partitions,
Wills, and all other Instruments that relate
to Publick Business.

WITH

Necessary Directions for making Distresses for Rent,
&c. as the LAW between Landlord and Tenant
now stands.

To which is added,

The Doctrine of FINES and RECOVERIES, and their
FORMS.

Together with

Those of Common Writs, Affidavits, Memorials for
registering Deeds, &c. in *Middlesex*; as also a
choice Collection of Declarations in the KING'S
BENCH and COMMON PLEAS.

The FIFTH EDITION, revised and corrected.

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THE

P R E F A C E.

IT is very much the interest of the public, that conveyancing be made as clear and short as possible, since it has so great a share in the government of all mens properties. To which end a *Manual* is here compiled from the best authors, and no pains spared to make it, what we hope will be thought of service to practitioners, who, tempted by the cheapness and compendious size of it, as well as by its useful contents, may condescend to take it into their *portmantoes*. At least it may be so to clergymen
gen.

The P R E F A C E.

gentlemen, and others, who, if they place it in their *studies*, and have command of the pen, might often save to themselves, or their poor neighbours, the trouble and expence of applying, upon small occasions, to those of the profession.

What is added more, being from the best authorities, we cannot doubt will appear as useful as the rest.

In this fifth edition the theory is referred to the best authorities, and the practice enlarged with many precedents settled by persons of distinguished abilities in the profession.

T H E

THE
YOUNG CLERK'S
MAGAZINE, &c.

THIS Treatise chiefly consists of instructions in the practice of *Conveyancing*, one of the most profitable and reputable parts of the business of an Attorney or Scrivener; the *Laws* and *Precedents* relating to which, we reduce to the following method, *viz.*

Of Agreements or Contracts, Awards, Bonds, Conditions, Recognizances, Letters and Warrants of Attorney, Covenants, Releases, Indentures, Charter-parties, Copartnerships, Bargains and Sales, Inrolments, Gifts, Grants, Exchanges, Leases, Mortgages, Assignments, Defeasances, Surrenders, Uses, Trusts, Conveyances by Lease and Release, Feoffments, Jointures and Marriage Settlements, Wills, Codicils, Fines, Recoveries, &c.

Of Contracts or Articles of Agreement.

ARTICLES of agreement are used for ascertaining what is mutually agreed upon by the parties thereto, either in respect to the sale of estates, performance of work, service, or any other thing contracted to be done, in consideration of money, wares, &c. And here it is always safest either to have separate bonds in sufficient penalties, or an obligatory pe-

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nal clause inserted in the body of those articles, for the true performance of what is therein contracted.

Contracts that are not to be performed within the space of a year, must be put in writing, otherwise will not be binding to the parties contracting. And on an agreement for the sale of ten pounds value, or upwards, it is requisite that the buyer actually receive part of the goods sold, give something in part, or as earnest; or that some note or memorandum of the bargain be taken in writing and signed by the parties. See 29 Car. 2. c. 3. made perpetual by 1 Jac. 2. c. 17. sect. 5.

A single penny given in earnest, and accepted by the seller, confirms any agreement for the sale of goods, &c. though of the greatest value. *Noy Max.* 87.

Articles for the Sale of an Estate, with a Penal Clause for Performance of Covenants.

AR TICLES of agreement, indented, made, concluded, and agreed upon the — day of — in the — year of the reign of — and in the year of our Lord — between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, as followeth:

First, The said *A. B.* in consideration of the sum of 500 *l.* of lawful money of *Great Britain*, to be paid as is herein after-mentioned and agreed, doth covenant and agree with the said *C. D.* that he the said *A. B.* shall and will, at the proper costs and charges in the law, of the said *C. D.* on or before, &c. next ensuing, by such conveyances, ways and means in the law, as the counsel of the said *C. D.* shall reasonably advise, devise, and require, well and sufficiently grant, convey, and assure to the said *C. D.* his heirs and assigns, or to whom he or they shall appoint, and to such uses as he or they shall direct, all those messuages, &c. [*Here set forth the premisses.*]

And the said *C. D.* for himself, his heirs, executors and administrators, doth covenant, promise, and grant to and with the said *A. B.* his heirs and assigns, that he

the



the said C. D. shall and will, on executing the said conveyance or conveyances, pay or cause to be paid to the said A. B. his heirs or assigns, the said sum of 500 l. as and for the purchase money for the said messuage and premises abovementioned.

And it is further agreed by and between the said parties to these presents, that the said C. D. his heirs and assigns, shall and may on or before, &c. next, enter into and upon the said messuage and premises, and from thence receive and take the rents, issues and profits thereof, to his and their own uses.

* And lastly, For the due performance of all and singular the covenants and agreements aforesaid, the said A. B. and C. D. do bind themselves, their heirs, executors, and administrators, each to the other, his executors, administrators, and assigns, in the penal sum of 1000 l. of lawful money of Great Britain, firmly by these presents In witness whereof the said parties to these presents have hereunto † interchangeably set their hands and seals, the day and year above-written.

Sealed and delivered in the presence of (L. S.)

* Note; This clause, when the articles are wrote on a two shillings and sixpenny stamp, and no other security than that of the parties contracting is required, sufficiently serves to supply the place of separate bonds for performance of covenants.

Articles for rebuilding of Mills.

ARTICLES of agreement indented, made, &c. between A. B. of, &c. C. D. of, &c. and E. F. of, &c. of the one part, and G. H. of, &c. of the other part.

† When this word is inserted, it shews there ought to be two parts.

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First, The said *G. H.* for the considerations herein after mentioned and expressed, doth covenant, promise and agree, to and with the said *A. B. C. D.* and *E. F.* and each and every of them, their, each and every of their executors, administrators, and assigns, that he the said *G. H.* shall on or before, &c. next ensuing the day of the date of these presents, repair and go to, &c. and there in a good and workman-like manner, according to the best of his art and skill, by and with the directions of the said *A. B. C. D.* and *E. F.* or the one of them, well and sufficiently rebuild, or cause to be rebuilt the mills of, &c. with such materials, and workmen to be employed under him, as they the said *A. B. C. D.* and *E. F.* or any of them, their, or any of their executors, administrators, or assigns, shall find, appoint, and provide for the same.

In consideration whereof, and as an encouragement to the said *G. H.* to be diligent and faithful in the undertaking aforesaid, they the said *A. B. C. D.* and *E. F.* do hereby, for themselves, their and every of their heirs, executors, and administrators, covenant, promise and agree to and with the said *G. H.* well and truly to pay, or cause to be paid to the said *G. H.* his executors, administrators or assigns, for all such time as he shall be employed by them the said *A. B. C. D.* and *E. F.* or any of them, in rebuilding the mills aforesaid, weekly and every week, the wages of five and twenty shillings a week, and so in proportion for a less time than a week, to be paid to him the said *G. H.* by the said *A. B. C. D.* and *E. F.* some or one of them, at, &c. And also that they the said *A. B. C. D.* and *E. F.* some or one of them, as a further encouragement to the said *G. H.* shall and will pay, or cause to be paid, to him the said *G. H.* over and above the wages aforesaid, the sum of ten pounds, lawful money of *Great Britain*, in manner following, (that is to say), five pounds, one half thereof to be paid him down in hand, and the other five pounds to be paid on the finishing of the rebuilding of the mills aforesaid, to the satisfaction and good liking of them the said *A. B. C. D.* and *E. F.* their executors, administrators or assigns, or any of them.

And

And lastly, The said *G. H.* doth covenant, promise, and agree to and with the said *A. B. C. D.* and *E. F.* their executors, administrators and assigns, and every of them, by these presents, that he the said *G. H.* shall not absent or depart from the work and rebuilding aforesaid, without leave in writing first had and obtained from the said *A. B. C. D.* and *E. F.* some or one of them, for the doing thereof, on pain of forfeiting for every day of such absence, the sum of five shillings, to be stopped and deducted by the said *A. B. C. D.* and *E. F.* some or one of them, their, some, or one of their executors, administrators or assigns, out of the wages aforesaid. *In witness,* &c. (Two shillings and sixpenny stamp.)

Articles between a Merchant and his Apprentice.

AR TICLES of agreement indented, made, &c. between *A. B.* of, &c. of the one part, and *C. D.* son of *E. D.* of, &c. and the said *E. D.* of the other part, in manner following, (that is to say)

Whereas the said *A. B.* the day of the date of these presents, in consideration of the affection which he hath and beareth to the said *C. D.* is contented to take the said *C. D.* to be his apprentice or servant, in merchandising affairs; and to employ him therein, as well in parts beyond the seas, as in the kingdom of *Great Britain*, where the said *A. B.* shall or may hereafter, or now hath trading and dealings, for the space of seven years, to commence from, &c. And thereupon the said *E. D.* father of the said *C. D.* doth covenant and agree to and with the said *A. B.* his executors, administrators, and assigns, in manner following, (that is to say)

First, That the said *C. D.* his son, shall, during the said term of seven years, (if he so long live) diligently and faithfully, to the utmost of his power and skill, serve him the said *A. B.* in his trade of merchandising, and other his lawful affairs, in such place and places, as he the said *A. B.* shall think fit

to appoint; And that he the said *C. D.* at all times hereafter, during the said term, shall receive and take into his charge and custody, all such goods, wares and merchandises whatsoever, as by or for the use or account of the said *A. B.* shall be consigned or sent to him the said *C. D.* or which he shall any way be entrusted with; And also sell, utter, and dispose of the same goods, wares, and merchandises to the best profit and advantage he can, for the said *A. B.* his executors, administrators and assigns; And shall also, during the said term, duly follow and perform the advice, directions and orders of him the said *A. B.* which shall by letter, or otherwise, be sent, given, or made known to him the said *C. D.* about or concerning the merchandising and business aforesaid.

And that he the said *C. D.* shall, at the proper costs and charges of the said *A. B.* his executors or administrators, provide and keep in good and due order, the books of accounts concerning his said employment, as aforesaid, according to the custom of merchants in such cases; and shall deal justly and faithfully to and with the said *A. B.* his executors, administrators, and assigns, in all and every his accounts, reckonings, bargains and dealings relating to his said employment; And shall constantly, once in six months, during the term aforesaid, transmit and give in to the said *A. B.* his executors, administrators or assigns, true accounts of all the business and dealings of him the said *C. D.* in the premises: And shall also send letters of advice to the said *A. B.* when abroad, of all occurrences wherewith it shall be proper the said *A. B.* should be acquainted. And it is further agreed that the said *C. D.* shall from time to time, upon reasonable request, shew and produce all his books of accounts concerning his dealings aforesaid, and make and give unto the said *A. B.* his executors, administrators or assigns, a just, true, and faithful account in writing, of, for, and concerning all and every such goods, wares, money, debts, and merchandises whatsoever, as well of the said *A. B.* for his own proper use, as jointly with any other person or persons, which shall hereafter come to the hands or charge of him the said

said C. D. or for which the said C. D. should or ought to be accountable unto the said A. B. his executors, administrators or assigns; And likewise that he the said C. D. shall, within one month next after such account made and given in, well and truly pay and deliver to the said A. B. his executors, administrators or assigns, all and every such wares, money, goods, debts, merchandises, and other things whatsoever, as by or upon the foot of the said final account shall appear and be found due and belonging to him the said A. B. his executors, administrators or assigns, by or from the said C. D. *In witness, &c.* (Two shillings and sixpenny stamp.)

Articles of Marriage.

AR T I C L E S of agreement of three parts, indented, made, &c. between A. B. of, &c. of the first part, E. D. of, &c. daughter of, &c. of the second part, and C. D. of, &c. and E. F. of, &c. of the third part, as followeth:

Whereas the said C. D. is seised to her and her heirs in fee simple, of and in certain lands, messuages or tenements, with their appurtenances, situate, lying and being, &c. *And whereas* a marriage is shortly intended to be had and solemnized between the said A. B. and E. D. with whom the said A. B. is to have and receive 2000 l. in money, over and besides the lands, &c. above-mentioned, as and for her marriage portion, it is therefore covenanted and agreed, by and between the said parties to these presents, in manner and form following. (that is to say)

First. The said A. B. for himself, his heirs, executors and administrators, doth covenant and agree, to and with the said C. D. and E. F. their heirs and assigns, that they the said A. B. and E. D. his intended wife, in case the said intended marriage shall be had and solemnized, by fine and other good and sufficient conveyances in the law, shall settle and assure all those lands, messuages or tenements, with the appurtenances, whereof the the said E. D. is seised as

aforesaid, to the use and behoof of the said *A. B.* and his assigns, during the term of his natural life; and from and after the determination of that estate, then to the use and behoof of the said *C. D.* and *E. F.* their heirs and assigns, during the natural life of the said *A. B.* in trust, to preserve and support the contingent remainders herein after limited; and from and after the decease of the said *A. B.* then to the use and behoof of the said *E. D.* his said intended wife, for and during the term of her natural life; and from and after her decease, then to the use and behoof of the heirs of the body of the said *E. D.* by the said *A. B.* lawfully to be begotten; and for default of such issue, then to the use and behoof of the said *E. D.* her heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever.

And whereas the said *E. D.* is also possessed of, or interested in, for the remainder of a term of ninety-nine years, (if she shall so long live) all that messuage or tenement, with the appurtenances, situate, &c. by virtue of a certain indenture of lease thereof granted to the said *E. D.* by *L. M.* of, &c. Now the said *A. B.* for himself, his heirs, executors and administrators, doth further covenant, grant and agree, to and with the said *C. D.* and *E. F.* their heirs and assigns, that they the said *A. B.* and *E. D.* his said intended wife (in case the said marriage shall take effect) shall and will, by like good and sufficient conveyances in the law, settle and assure the said messuage or tenement, with the appurtenances, in such manner, as that the same may be held and enjoyed, and the rents and profits thereof may be had, received and taken by the said *A. B.* and his assigns, during so many years of the said term, as he shall happen to live; and from and after his decease, then by the said *E. D.* his said intended wife, and her assigns, for and during so many years of the said term as she shall happen to live; and from and after her decease, then by such children of the said *E. D.* by the said *A. B.* to be begotten, in such manner as it may not be in the power of the said *A. B.* to defeat such their issue; and for default of such issue, then by the executors,

cutors, administrators or assigns of the said *E. D.* and upon no other trust, and to and for no other use, intent or purpose whatsoever.

And forasmuch as the said *A. B.* is not at present seised or possessed of an estate sufficient to make a jointure for the said *E. D.* his intended wife, equivalent to her fortune, the said *A. B.* doth for himself, his heirs, executors and administrators, covenant, grant and agree to and with the said *C. D.* and *E. F.* their heirs and assigns, that, in case the said intended marriage shall take effect, and he the said *A. B.* shall happen to die in the lifetime of the said *E. D.* that then he the said *A. B.* shall and will, by his last will and testament in writing, or otherwise, give and assure unto the said *E. D.* the sum of 2000*l.* of lawful money of Great Britain, or the full value thereof in land, tenements, goods or chattels, to be at her own proper disposal, and to be by her received and taken to her own proper use and benefit. *In witness, &c.* (Two shilling and sixpenny stamps.)

To make an Assignment of a Lease.

Articles, &c. —

WHEREAS *J. B.* hath by his deed indented, dated, &c. demised, and to farm letten unto the said *A. A.* all that messuage, &c. To have and to hold to him the said *A. B.* his, &c. (*reciting the lease*) as by the said deed more fully appears: Now the said *A. B.* in consideration, &c. doth hereby for himself, &c. That he the said *A. B.* before the, &c. day of, &c. shall and will, at the costs of him the said *C. D.* his executors or administrators, by deed indented, assure, assign and grant over to the said *C. D.* his, &c. the said messuage, &c. and all his estate, right, title, and demand therein: *To have and to hold* to the said *C. D.* his, &c. during the residue of the said term of years then to come of, in and to the same, by virtue of the said deed indented under the rents, covenants and agreements therein specified. *In witness, &c.*

An Agreement for building a House.

BE it remembered, That on this — day of **A** — it is agreed between *A. B.* of — and *C. D.* of — in manner and form following (*to wit*) the said *C. D.* for the considerations herein after mentioned, doth for himself, his heirs, executors and administrators, covenant with the said *A. B.* his executors, administrators and assigns, that he the said *C. D.* or his assigns, shall and will, within the space of — next after the date hereof, in good and workman like manner, and according to the best of his knowledge and skill, at — well and substantially erect, build and finish one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, *viz.* — and compose the same with such stone or brick, timber and other materials, as the said *A. B.* or his assigns, shall find and provide for the same; in consideration whereof the said *A. B.* doth for himself, his executors and administrators, covenant with the said *C. D.* his executors, administrators and assigns, well and truly to pay unto the said *C. D.* his executors, administrators or assigns, the sum of — of lawful money of Great Britain, in manner following (*to wit*) — part thereof at the beginning of the said work — more; another part thereof when the said work shall be half done, and the remaining — in full for the said work, when the same shall be completely finished; And also that he the said *A. B.* his executors, administrators or assigns, shall and will, at his and their own proper expence, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building of the said house. And for the performance of all and every the articles and agreements above-mentioned, the said *A. B.* and *C. D.* do hereby bind themselves, their executors, administrators and assigns, each to the other, in the penal sum of — family by these presents. *In witness, &c.*

An Agreement for an hired Servant.

AR T I C L E S of agreement indented, (*&c.*) between *W. S.* of the one part, and *W. M.* of the other part, as follows, (*to wit*)

The said *W. M.* for the consideration here under-mentioned, doth covenant, promise and agree to and with the said *W. S.* his executors, administrators and assigns, by these presents, in manner following, (*that is to say*) That he the said *W. M.* shall and will for and during the term and time of ——— years, to begin and be accounted from the date of these presents, serve, abide, and continue with the said *W. S.* his executors, administrators and assigns, as his and their covenant servant, and diligently and faithfully, according to the best and utmost of his power, skill and knowledge, exercise and employ himself in, and do and perform all such service and business whatsoever, as well relating to the trade of a ——— which the said *W. S.* now useth, and in and about other business, matters and things whatsoever, as the said *W. S.* shall from time to time order, direct and appoint, to and for the most profit and advantage of the said *W. S.* that he can; and shall and will keep the secrets of the said *W. S.* relating to the said trade and business; and likewise be just, true and faithful to the said *W. S.* in all matters and things, and no ways wrongfully to detain, embezzle, or purloin any monies, goods or things whatsoever, belonging to the said *W. S.* And also shall and will keep just, true and faithful accounts in the books of the said *W. S.* of all goods bought and sold, monies received and paid, and of all other things whatsoever, relating to the business of the said *W. S.* as shall be committed to his care, management or disposal; and from time to time pay all monies which he shall receive of or belonging to or by order of the said *W. S.* into his hands, and make and give up true and fair accounts of all his actings and doings in the said employment; without fraud or delay, when and as often as he shall be thereto required. And in consideration of the

premisses, and of the several matters and things by the said *W. M.* to be performed as aforesaid, the said *W. S.* doth for himself, his executors and administrators, covenant, promise and agree, to and with the said *W. M.* by these presents, That he the said *W. S.* his executors and administrators, shall and will find and provide unto and for the said *W. M.* in his dwelling-house, meat, drink, washing and lodging; and also well and truly pay, or cause to be paid unto the said *W. M.* his executors, administrators or assigns, the sum of — a year, of lawful money of *Great Britain*, for the first — years, by equal quarterly payments, and shall and will allow the said *W. M.* such reasonable expences in and about the business aforesaid as he the said *W. S.* shall think fit: *And* the said parties do mutually covenant and agree to and with the other, *viz.* That if the said *W. S.* shall not be willing to continue the said *W. M.* in his service after the expiration of the said — years; or if the said *W. M.* shall not be willing to serve and continue with the said *W. S.* after the expiration of the said — years; in either of the said cases, the said parties shall and will give — months notice of such their mind and intention, before the expiration of the said term. *In witness, &c.*

Between a Manager and Player.

AR T I C L E S of agreement of three parts, intended, had, made, and fully agreed upon this — day of — in the year of our Lord — between *S. M.* of the first part, *C. F.* of — Esq; of the second part, and *A. A.* of — (a trustee) of the third part, as follows, *viz.*

First, The said *S. M.* in consideration of the sum of — and a benefit, to be paid and had in manner as herein after expressed, Doth coveeant, promise and agree, to and with the said *C. F.* that she the said *S. M.* shall and will according to her ability, from the — day of — now next ensuing until the — day of — next following (in case the said sum of — shall be constantly paid, and her benefit had at the respective

pective times, and according to the agreement herein after expressed and agreed) perform and act under the direction, and for the benefit of the said C. F. in tragedies, comedies, plays, and theatrical performances, which shall be performed or exhibited by virtue of his Majesty's royal patent, and according to law, at the theatre royal in ——— in such manner as the said S. M. hath been used and accustomed to perform on the stage, during which time, that is to say, from the ——— day of ——— to the said day of ——— she the said S. M. (being paid, and having her benefit in manner hereafter mentioned) shall and will at the usual times of acting perform as often as she shall be required by the said C. F. not exceeding three days in any one week, and so as the said C. F. shall not require her to perform on two days together, save only on the run of any new play, but not of any revived play whatsoever. And during the time aforesaid, she the said S. M. doth agree, that in case she shall be paid, and have her benefit, according to the true intent and meaning of these presents, she will not act or perform in any comedies, tragedies, or other theatrical performances, upon any other stage or theatre than the said theatre royal in ——— without the leave of the said C. F. had and obtained in writing. And she the said S. M. doth further agree to find and provide for herself such clothes as shall be necessary for her dress in comedies but not in tragedies. *Item,* The said C. F. in consideration of the premises, doth for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said A. her executors and administrators, by these presents, that he the said C. F. shall and will well and truly pay, or cause to be paid, unto the said S. M. for her sole and separate use as aforesaid, the said sum of ——— of lawful money of *Great Britain*, in manner following. That is to say, fifty guineas part thereof on or before the ——— day of ——— next; fifty guineas other part thereof, on or before the ——— day of ——— next; fifty guineas other part thereof, on or before the ——— day of ——— next; fifty guineas other part thereof, on or before the ——— day of ——— next; fifty guineas other

other part thereof on or before the — day of — next; and the remainder of the said sum of — at and after the rate of twenty guineas weekly, and every week, between the said — day of — and the first day of — next, until the said whole sum of — shall be fully paid. *Item*, The said C. F. for himself, his heirs, executors and administrators, Doth further covenant, promise and agree, to and with the said A. A. her executors and administrators, that he the said C. F. shall and will permit and suffer, and procure the said S. M. to have, and take on any acting day in the month of — next, which she the said S. M. shall appoint, a benefit play for her sole and separate use and advantage, as aforesaid, by the company of comedians at the said theatre royal in — to be performed, and that he the said C. F. shall bear and pay all expences, charges and disbursements whatsoever attending, or to be occasioned by the exhibiting and performing such benefit play, she the said S. M. paying or deducting out of what, if any thing, shall remain due to her from the said C. F. the sum of — and that the said S. M. shall be at liberty to nominate any tragedy or comedy being then in the stock of plays for such benefit; it being the true intent and meaning of the said parties to these presents, that the said S. M. shall have and receive from the said C. F. the full sum of — together with a benefit play at her own nomination, clear of all charges, expences and deductions whatsoever, save the said sum of — for her acting and performing as aforesaid for the said C. F. during the present season at the said theatre. And it is also hereby declared and agreed, that the said S. M. shall not be under the management or direction in the said theatre of any person or persons whomsoever save the said C. F. only and personally. And for the preventing any misconstruction of the true intent and meaning of these present articles, it is hereby expressly declared and agreed, that if any default of payment shall happen to be made to the said S. M. of any part of the said sum of — at the times herein before limited and appointed for the payment thereof, or any of them, or in her having such benefit play as aforesaid, that she

the

the said S. M. shall not be obliged to perform any more in the said theatre after such default, but shall nevertheless be intitled to have, receive and recover of the said C. F. the whole of the said sum of — in the same manner as if she had continued to perform according to her aforesaid covenant. And that in such case or cases she the said S. M. shall be at liberty to perform and act for her own separate benefit and advantage in any other theatre or theatres whatsoever. And the said C. F. doth further agree, that she shall have in the said theatre, during all the time of her said performance there as aforesaid, a fit and convenient dressing room and a dresser to her whole and separate use apart from any other performer or person whatsoever. And the said C. F. doth further covenant and agree, that in case he shall not suffer and procure the said S. M. to have and take such benefit play for her own advantage as aforesaid, according to his aforesaid agreement, that then he shall pay unto her the said S. M. the sum of — over and above the aforesaid sum of — immediately after default shall be made in his the said C. F.'s suffering or procuring the said S. M. to have such benefit play as aforesaid. *In witness, &c.*

Here follow the forms of minutes or notes of agreement, in some cases requisite to be reduced into writing; more especially on the sale of goods of 10*l.* value, or where the agreement allows of above a year's time for the performance of the thing contracted. See 29 *Car. 2. cap. 3. s. 2.*

Minutes of Agreement on a Sale of Wheat.

M*emorandum.* It is agreed by and between A. B. of, &c. and C. D. of, &c. That he the said C. D. in consideration of three hundred quarters of wheat sold to him this day by the said A. B. and by him agreed to be delivered to the said C. D. free of all charges and expences whatsoever, on or before, &c. next, shall and will pay, or cause to be paid to the said A. B. or his assigns, within three months, after such deli-

delivery, the sum of, &c. And the said *A. B.* in consideration of the agreement aforesaid of the said *C. D.* doth promise and agree, on or before, &c. aforesaid, at his own proper expence, to send in and deliver to the said *C. D.* or his assigns, the said three hundred quarters of wheat, so sold to him as aforesaid, and that he the said *A. B.* shall and will warrant the same to be good, clean and merchantable grain. *In witness* whereof the parties above named have hereunto set their hands, &c. in the year, &c. *Witness, &c.* (Two shillings and sixpenny stamp.)

*Minutes of Agreement between a Housekeeper
and his Lodger.*

M*emorandum, Is agreed by and between A. B.* of, &c. and *C. D.* of, &c. as follows, *viz.* The said *A. B.* in consideration of the rent herein after mentioned and agreed to be paid to him, hath letten to the said *C. D.* one room, up two pair of stairs for wards, part of the now dwelling-house of the said *A. B.* situate, &c. together with the furniture at present standing therein, that is to say, one table, &c. *To hold* to the said *C. D.* for the term of two years, to commence from, &c. at the yearly rent of, &c. to be paid quarterly, to wit, at, &c.

The said *C. D.* in consideration hereof, agrees to pay the aforesaid yearly rent of, &c. at the times above limited for payment thereof: and at the end of the term, or in case of any default in payment, shall and will, on request of the said *C. D.* or his assigns, immediately yield and deliver up to him or them, the peaceable and quiet possession of the said room, together with the whole furniture, he, from the first entrance thereon, there found and possessed, in good and sufficient plight and condition, reasonable wear and tear only excepted. *In witness, &c.*

Of Awards or Arbitrations.

AN award is a judgment given by persons chosen by contesting parties, for determining the matters in controversy, according to the compromise and submission, and agreeable to reason and good conscience.

This submission is either by bond or rule of court, (which last is surest) and is to set forth the particular matters in difference, and submit the determination thereof to certain persons therein named.

Where an award is made by a single person, he is generally called an *umpire*, and his judgment an *umpirage*; but when by more, the determination is called an *award* or *arbitration*, and the actors therein *arbitrators*.

The judgment or award must be reasonable, so that what is awarded to be done by one party, be the consideration of what the other is to do, otherwise it is void, as it would be in a case where any thing unlawful or impossible is awarded.

It must likewise admit of no doubtfulness or uncertainty in the particulars awarded; and at the same time must finally determine the points submitted; otherwise it is also void. See *Bacon's law of awards*.

The Form of an Award made by two Arbitrators.

TO All to whom these presents shall come, we E. F. of, &c. and G. H. of, &c. send greeting. Whereas there are several accounts depending, and divers controversies and disputes have lately arisen between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, touching and concerning, &c. And whereas for the putting an end to the said differences and disputes, they the said A. B. and C. D. by their

their several bonds or obligations, bearing date, &c. are reciprocally bound each to the other, in the penal sum of, &c. to stand to, abide, perform and keep the award, order and final determination of us the said E. F. and G. H. arbitrators indifferently chosen between the said parties, to arbitrate, &c. [*as in the bond*] so as the said award be made in writing under our hands and seals, and ready to be delivered to the parties in difference, on or before, &c. next, as by the said in part recited bonds or obligations, with the conditions there under written, may appear: *Now know ye*, That we the said arbitrators, whose names are hereunto subscribed, and seals affixed, taking upon us the burden of the said award, and having fully examined, and duly considered the proofs and allegations of both the said parties, *do*, for the settling amity and friendship between them, make and publish this our award, by and between the said parties, in manner following: that is to say, *First*, We do award and order, that all actions, suits, quarrels and controversies whatsoever, ~~had~~, moved, arisen or depending between the said parties in law or equity, for any manner of cause whatsoever, touching the said premises, to the day of the date hereof, shall cease, and be no further prosecuted; And that each of the said parties shall bear and pay his own costs and charges, in anywise relating to or concerning the said premises. And we do also award and order, that the said A. B. shall pay, or cause to be paid to the said C. D. the sum of, &c. within the space of, &c. And further we do hereby award and order, that the said C. D. shall on or before, &c. pay or cause to be paid to the said A. B. the sum of, &c. or give sufficient security for the same, to the said A. B. *And lastly*, We do award and order, that the said A. B. and C. D. on the receipt of the several sums of, &c. shall, in due form of law, execute each to the other of them, or to the other's use, general releases, sufficient in the law for the releasing by each to the other of them, his heirs, executors and administrators, of all actions, suits, arrests, quarrels, controversies and demands whatsoever, touching or concerning the premises aforesaid, or any matter or thing

thing thereunto relating, from the beginning of the world to the day of the date of, &c. [*Here mention the date of the arbitration bonds*] last past. In witness whereof we have hereunto set our hands and seals, the, &c. in the year, &c. (Two shillings and sixpenny stamp)

An Umpirage for want of a Determination by Arbitrators chosen.

TO All, &c. I J. K. of, &c. send greeting.
Whereas there are several accounts depending, &c. [*Here go on as in the former award, until you come to*] to stand to, &c. the award, order and final determination of E. F. of, &c. and G. H. of, &c. arbitrators indifferently chosen between the said parties to arbitrate, &c. [*as in the conditions of the bonds*] so as the said award was made in writing, under the hands and seals of the said arbitrators, and ready to be delivered to the parties in difference, on or before, &c. last past. And if the said arbitrators did not draw up the said award in writing, and deliver the same, as aforesaid, on or before the said, &c. then the said parties were to stand to, abide, observe, perform and keep the award, umpirage, final end and judgment of me the said J. K. umpire indifferently chosen between the said parties, for the composing and ending of the differences aforesaid; so as my said award, umpirage and determination be made in writing, under my hand and seal, and ready to be delivered to the said parties, on or before, &c. as by the said in part recited bonds or obligations, with the conditions there under written, may appear: And whereas the said E. F. and G. H. did not make up their said award between the said parties, within the time limited by the said in part recited bonds or obligations, as aforesaid; whereby, and on which account, the compassing, ending and determining of the said differences and matters in dispute, now depends wholly upon me: Now know ye, That I the said J. K. having taken upon me the business and charge of the said award and umpirage, and being willing to set the said

said parties at peace and concord, by making a final end of the controversies between them; and having deliberately, and at large, heard, examined, and duly considered the grievances, allegations, titles, vouchers and evidences of both the said parties, in relation to the said premisses in dispute, *do* make, publish, declare and deliver this my award or umpirage, in manner following; that is to say, First, I arbitrate, award, judge, order and determine, that, &c. [*Here insert the several particulars of the award*] In witness, &c. (Two shillings and sixpenny stamp *.)

*An Award or Umpirage by a single Person
elected to arbitrate.*

TO All, &c. I E. F. of, &c. send greeting.
Whereas, &c. [*Here go on as in the award made by two arbitrators, until you come to stand to, &c.*] the award, order, and final determination of me the said E. F. indifferently elected and chosen between the said parties, to arbitrate, &c. [*As in the conditions of the bonds*] so as my said award or umpirage be made in writing, under my hand and seal, and ready to be delivered to the said parties, on or before, &c. as in and by the said in part recited bonds or obligations, and the conditions thereof, may appear: Now know ye, that I the said E. F. [*Here go on as in the last precedent.*] In witness, &c.

*The Form of a Submission to an Arbitration,
in order to make it a Rule of Court.*

BE it remembered, That A. B. of, &c. and C. D. of, &c. being desirous finally to end and determine divers controversies, suits and quarrels that have lately arisen between them, did on, &c. agree to submit and refer all the said controversies, suits and quarrels

* Whenever a writing is sealed, it ought to have the above stamp to it, except memorials and wills. Godol. Orph. Leg. p. 11.

rels to the award and determination of E. F. of, &c. and G. H. of, &c. arbitrators, for that end indifferently chosen by the said parties; which said award is to be made in writing, under the hands and seals of the said arbitrators, and ready to be delivered to the said parties, on or before, &c. And the said parties did mutually promise and oblige themselves, that they would obey, perform and execute such award as the said arbitrators should make in the premises. Now the said parties do further agree, that the said submission shall be made a rule in his Majesty's court of, &c. at Westminster; and that they will be finally concluded by the arbitration that shall be made in the premises by the said arbitrators, pursuant to such submission. *Witness, &c.*

Of Bonds and Conditions.

A BOND, penal bill, or obligation, is a deed in writing, whereby one person binds himself to another, to pay a sum of money, or perform some other act. It usually consists of two parts, *viz.* the obligation, whereby the party is bound, who is generally called the *obligor*; and the condition, which expresses what sum is to be paid, or act performed, and to whom, in what manner, and when. The person this obligation is made to, is generally called the *obligee*, to whom the *obligor*, by way of penalty, commonly becomes bound in double the sum of money lent, or of the estimated value of the thing to be performed.

If no place is mentioned for payment of the money specified in a condition, the *obligor*, on pain of forfeiting his obligation, is to find out the person of the *obligee*, if he be in England, and tender the money; but where a place is mentioned, he is not obliged to seek any farther. *Dy. 14. 271.*

An heir is not bound, unless he be expressly named in the obligatory part of the bond; but the executors or administrators are bound, though not named; they more representing the person of the deceased obligor, and

and being intituled to take an advantage of a chattel, when not named, notwithstanding the heir is. Dy. 14, 271.

A Bond with a Condition from one to one.

K NOW All Men by these presents, that I *A. B.* of, *Es.* in the county of, *Es.* am held and firmly bound to *C. D.* of, *Es.* in two hundred pounds, of good and lawful money of *Great Britain*, to be paid to the said *C. D.* or his certain attorney, his executors, administrators or assigns; to which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents: Sealed with my seal. Dated the eleventh day of *December* in the twelfth year of the reign of our Sovereign Lord *George* the Third, by the Grace of GOD, of *Great Britain, France, and Ireland* King, Defender of the Faith, and so forth, and in the year of our LORD one thousand seven hundred and seventy-two.

The Condition of this obligation is such, That if the above bound *A. B.* his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the above named *C. D.* his executors, administrators or assigns, the full sum of one hundred pounds of lawful money of *Great Britain*, with legal interest for the same, on or before the eleventh day of *February* next ensuing the date hereof: Then this obligation to be void, or otherwise to be and remain in full force and virtue.

*Sealed and delivered
in the presence of*

A Bond with a Condition from two to one.

K NOW All Men by these presents, that we *A. B.* of, *Es.* and *C. D.* of, *Es.* are held and firmly bound to *E. F.* of, *Es.* in three hundred pounds of good and lawful money of *Great Britain*, to be paid to the said *E. F.* or his certain attorney, his executors, administrators

administrators or assigns; to which payment well and truly to be made, we bind ourselves, and each of us, by himself, [*If one of the obligors be a woman, write thus, viz. by him and herself*] for and in the whole, our heirs, executors and administrators, and each of us, firmly by these presents: Sealed with our seals. Dated, &c.

The condition of this obligation is such, That if the above bound A. B. and C. D. or either of them, their or either of their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, to the said E. F. his executors, administrators or assigns, the full sum of one hundred and fifty pounds, lawful money of Great Britain, with legal interest for the same, on or before the, &c. which shall be in the year of our LORD, &c. Then, &c. otherwise, &c.

A Bond with a Condition from three to one.

K NOW All Men by these presents, that we A. B. of, &c. C. D. of, &c. and E. F. of, &c. are held and firmly bound to G. H. of, &c. in, &c. of lawful money of Great Britain, to be paid to the said G. H. or his certain attorney, his executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, and every one of us, by himself, [*But if a female be an obligor, then as in the last*] for and in the whole, our heirs, executors and administrators, and every of us, firmly by these presents. Sealed, &c.

The condition of this obligation is such, That if the above bound A. B. C. D. and E. F. or either, or any of them, their, or either, or any of their heirs, executors or administrators, do and shall, &c.

A Bond with a Condition from one to two.

K NOW All Men by these presents, that I A. B. of, &c. am held and firmly bound to C. D. of, &c. and E. F. of, &c. in, &c. of good and lawful money

money of *Great Britain*, to be paid to the said C. D. and E. F. or one of them, or to their certain attornies, their executors, administrators or assigns; to which payment, well and truly to be made, I bind myself, &c.

The Condition of this obligation is such, That if the above bound A. B. his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid to the above named C. D. and E. F. or either of them, their or either of their executors, administrators or assigns, the full sum of, &c. Then, &c.

A Bond from three to three.

K NOW All Men by these presents, that we A. B. of, &c. C. D. of, &c. and E. F. of, &c. are held and firmly bound to G. H. of, &c. J. K. of, &c. and L. M. of, &c. in, &c. of good and lawful money of *Great Britain*, to be paid to the said G. H. J. K. and L. M. or some of them, or their certain attornies, their executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our heirs, executors and administrators, and of every of us, firmly by these presents. Sealed, &c.

A Penal Bill for Payment of Money.

K NOW All Men by these presents, that I A. B. of, &c. do owe unto C. D. of, &c. the sum of one hundred pounds of lawful money of *Great Britain*, to be paid unto the said C. D. his executors, administrators or assigns, on or before, &c. next ensuing the day of the date hereof; for which payment well and truly to be made, I bind myself, my heirs, executors, and administrators to the said C. D. his executors, administrators or assigns, in the penal sum of two hundred pounds of like lawful money, firmly by these presents. *In witness whereof I have herunto set my hand and seal the, &c. in the year of, &c. Sealed, &c.*

*A single Bill for Payment of Money, i. e. a
Bill without a Penalty.*

K NOW All Men by these presents, that I A. B. of, &c. do owe and am indebted to C. D. of, &c. of lawful money of Great Britain, to be paid to the said C. D. his executors, administrators or assigns, on or before, &c. In witness, &c.

*The Form of a Promissory Note, or Common
Note for Money.*

I Promise to pay to C. D. or order, the sum of, &c. three months after date, [Or on demand, if thought necessary] for value received. Witness my hand this fifth day of October 1772.

*Necessary Observations on Promissory
Notes, &c.*

T H E S E notes are assignable by indorsement, as Bills of exchange are, and will, in case a certain time of payment be therein fixed, bear interest from the time due, provided the note be protested by a notary publick, within three days after that time; so that in all cases, except where the solvency of the drawer or debtor is doubted, it is best, in such notes to mention a certain time of payment, as two or three days after date, or otherwise, as the case requires. The indorser becomes liable to payment, as well as the drawer; and when once an indorseable note, (that is to say) one, payable to order, is transferred to a third person, it cannot then be in the power of the indorser, by release, or other instrument in writing, to acquit or free the drawer from being liable; the property the indorser at first had in the note, being entirely removed by his indorsement. In the case of a bond or obligat-

tory bill, it is otherwise; for there the obligee, after having assigned the same to a third person, may by release, or other *specialty*, destroy the validity of the obligation, and consequently free the obligor from the burden thereof. 4 & 5 Ann. c. 9. Gilb. Chan. p. 290.

We shall speak more fully on this point, when we come to speak concerning releases.

A Bail Bond.

K NOW All Men by these presents, that we A. B. of, &c. C. D. of, &c. and E. F. of, &c. are held, and firmly bound to G. H. Esq; Sheriff of the county aforesaid, in one hundred pounds, of good and lawful money of Great Britain, to be paid to the said Sheriff, or his certain attorney, his executors, administrators or assigns; for which payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our heirs, executors and administrators, and of every of us, firmly by these presents. Sealed with our seals. Dated the, &c. in the ——— year of the reign, &c. and in the year of our LORD, &c.

The condition of this obligation is such, That if the above bound A. B. do appear before the justices of our Lord the King at Westminster, on the, &c. [*Here mention the day of the return, as in the writ*] to answer to J. K. Esq; of a plea of trespass, and also to a plea of action of debt for fifty pounds [*Here pursue the words of the writ.*] Then this obligation to be void; otherwise to be and remain in full force and virtue.

Special

Special Conditions of Bonds.

A Condition for Payment of Money at several Days.

THE condition of this obligation is such, That if the above bound *A. B.* his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid to the said *C. D.* his executors, administrators or assigns, the full sum of, &c. of lawful money of *Great Britain*, in manner following, that is to say, the sum of, &c. part thereof, on or before, &c. next ensuing the date above written; the sum of, &c. more thereof, on or before, &c. then next following; and the further sum of, &c. residue and in full payment thereof, on or before, &c. which shall be in the year of our LORD, &c. without fraud or covin: Then this obligation to be void. But if default shall be made of or in payment of any of the said several and respective sums of money above-mentioned, or any part thereof, on any of the said several and respective days and times above limited for payment of the same; then this obligation to be and remain in full force and virtue.

A Condition for Payment of Money Quarterly.

THE condition of this obligation is such, That if the above bound *A. B.* and *C. D.* or either of them, their, or either of their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid to the above named *E. F.* his executors, administrators or assigns, the full sum of, &c. of lawful money of *Great Britain*, in manner following, that is to say, the sum of twenty pounds, part thereof on the twenty-fifth day of *December* next ensuing the date above written; the sum of twenty pounds more thereof on the twenty-fifth day of

March which shall be in the year of our LORD, &c. the sum of twenty pounds more thereof on the twenty-fourth of *June* then next ensuing, and the sum of twenty pounds more thereof on the twenty-ninth day *September* then next following; and so quarterly, and every quarter of a year, one next and immediately ensuing another, on every of the quarter-days aforesaid, the sum of twenty pounds, until the said sum of two hundred pounds shall be in such manner fully satisfied, contented and paid; then this obligation to be void: But if default shall be made in payment of the said sum of two hundred pounds, or any part thereof, in manner aforesaid; then this obligation to remain in full force.

The Condition of an Arbitration Bond, without or with an Umpirage.

THE condition of this obligation is such, That if the above bound *A. B.* his heirs, executors, or administrators, and every of them, for and on his and their parts and behalves, do and shall well and truly stand to, abide, perform, observe, fulfil and keep the award, order, arbitrement, final end and determination of *E. F.* of, &c. and *G. H.* of &c. arbitrators indifferently named, elected and chosen, as well on the part and behoof of the above bound *A. B.* as of the above named *C. D.* to arbitrate, award, order, adjudge and determine of and concerning all and all manner of action and actions, cause and causes of action and actions, suits, bills, bonds, specialties, judgments, executions, extents, accounts, debts, dues, sum and sums of money, quarrels, controversies, trespasses, damages and demands whatsoever, both in law or equity, or otherwise howsoever, which at any time or times heretofore have been had, made, moved, brought, commenced, sued, prosecuted, committed, omitted, done or suffered by or between the said parties or either of them; so as the said award, arbitrement, judgment, final end and determination between the said parties, be made in writing, under the hands and
seals

seals of the said arbitrators, and ready to be delivered to the said parties, on or before the — day of — next ensuing the date of the above-written obligation; then this obligation to be void, or otherwise to be and remain in full force and virtue.

If an umpire be likewise chosen, then add, just before the conclusion of the above condition, the following clause of umpirage.

And if the said arbitrators shall not make and draw up their said award in writing under their hands and seals as aforesaid, and ready to be delivered to the said parties on or before the said — day of — now next ensuing; if then the said *A B* his heirs, executors and administrators, and every of them, do and shall stand to, abide, observe, perform and keep the award, umpirage, judgment, final end and determination of *J. K.* of, &c. umpire, indifferently elected and chosen between the said parties, for hearing composing, ending and finally determining all and singular the differences aforesaid; so as the said umpire do make and draw up his said award, umpirage and determination in writing under his hand and seal, and ready to be delivered to the said parties on or before, &c. Then, &c.

A Condition of a Counter-Bond, or Bond of Indemnity, where one Man becomes bound for another.

THE condition of this obligation is such, That whereas the above named *A. B.* at the special instance and request, and for the only proper debt of the above bound *C. D.* together with the said *C. D.* is, in and by one bond or obligation bearing equal date with the obligation above-written, held and firmly bound unto *E. F.* of, &c. in the penal sum of, &c. of lawful money of Great Britain, conditioned for the payment of the sum of, &c. with legal interest for the same, on the — day of — next ensuing the date of the said in part recited obligation, as in and by the

said in part recited bond with the condition thereunder-written may more fully appear: If therefore the said *C. D.* his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the said *E. F.* his executors, administrators or assigns, the said sum of, &c. with legal interest for the same, on the said — day of, &c. next ensuing the date of the said in part recited obligation, according to the true intent and meaning, and in full discharge and satisfaction of the said in part recited bond or obligation: Then, &c. Otherwise, &c.

A Condition of a Counter Bond, where one is Bail for another on a Bail Bond.

WHEREAS the above named *C. D.* at the special instance and request of the above bound *A. B.* together with the said *A. B.* and *E. F.* of, &c. is bound to *G. H.* sheriff of the county of, &c. in the penal sum of, &c. conditioned for the appearance of the said *A. B.* before his Majesty's justices at *Westminster*, on the — day of, &c. next, to answer *J. K.* in a plea of, &c. [*Here mention debt, or otherwise, verbatim, as expressed in the Bail Bond.*] As by the said in part recited bond or obligation and condition thereunder-written may more fully appear: Now the condition of this obligation is such, that if the above bound *A. B.* do and shall appear according to the condition of the said bond or obligation, and as the law in such case requires; And if the said *A. B.* his heirs, executors and administrators, shall also from time to time, and at all times hereafter, save harmless and indemnify him the said *C. D.* his executors and administrators, and his and their goods and chattels, lands and tenements, of and from all damages, sum and sums of money, costs and charges whatsoever, which he, they, or any of them, shall or may at any time or times hereafter sustain or be put unto by reason or means of the said *C. D.*'s being bound for the appearance of the said *A. B.* as aforesaid: Then, &c. Or otherwise, &c.

A Condition of a Bond of Indemnity, on a Sheriff's granting a Replevin.

THE condition of this obligation is such, That if the above bound *A. B.* do appear at the next county court to be holden at ——— in the county of, &c. aforesaid, [*As mentioned in the obligation, the form of which see under title, Bonds, Bills, &c.*] and then and there prosecute his action with effect against *C. D.* for the taking and detaining his cattle, that is to say, one cow, two horses, &c. [*Here set forth the goods taken*] and do also make return thereof, if a return shall be adjudged by law; and also do keep harmless and indemnify the above named sheriff, his under sheriffs and bailiffs, for, touching and concerning the replevying and delivery of the said cattle, &c. Then, &c. or otherwise, &c.

A Condition to pay Money on Marriage, or Death, for Goods sold.

THE condition of this obligation is such, That Whereas the above named *C. D.* hath sold unto the above bound *A. B.* one gold watch, &c. for the sum of, &c. to be paid unto him the said *C. D.* his executors, administrators or assigns, at or upon the day of marriage, or hour of death of the said *A. B.* which shall first happen; If therefore the said *A. B.* his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the said *C. D.* his executors, administrators or assigns, the sum of, &c. of lawful money of Great Britain, within six months after the solemnization of the marriage of the said *A. B.* or the time of the death of the said *A. B.* which shall first happen after the date of the above written bond or obligation: Then, &c. Or otherwise, &c.

A Condition to pay Money at the End of an Apprenticeship, or on marriage with a particular Person.

THE condition of this obligation is such, That Whereas the above named *J. B.* hath put himself apprentice to *W. T.* of, &c. with him to dwell and serve as his apprentice, from the ——— day of, &c. unto the full end and term of five years from thence next ensuing, and fully to be complete and ended, as by the said indenture of apprenticeship may more fully appear: And whereas the above named *C. R.* hath before the day of the date of the above written bond or obligation, at several times lent to and disbursed for the said *J. B.* several sums of money, amounting in the whole to the sum of, &c. for which the said *C. R.* is content to take his bond or obligation, payable at the expiration of the apprenticeship of the said *J. B.* or the day of marriage of the said *J. B.* with *M. P.* of, &c. which shall first happen: If therefore the said *J. B.* his heirs, executors or administrators, or any of them, do and shall well and truly pay or cause to be paid to the said *C. R.* his executors, administrators or assigns, the full sum of, &c. at the end or expiration of the said apprenticeship of the said *J. B.* or term of five years abovementioned, or on the day of marriage of the said *J. B.* with the said *M. P.* which shall first and next happen to be or come after the date of these presents; Then, &c. Or otherwise, &c.

A Condition to marry a certain Person, or pay a Sum of Money.

THE condition of this obligation is such, That if the above bounden *C. R.* do on or before the ——— day of ——— next ensuing the date of the above written bond or obligation, espouse and marry, according to the usage of the church of *England*, *M. S.* daughter of, &c. if she the said *M. S.* will thereunto consent,

consent, and the laws of this realm permit the said marriage to be consummated: Or if it shall happen the said C. R. shall not marry and take to wife the said M. S. as aforesaid; if then the said C. R. do and shall well and truly pay or cause to be paid to the said M. S. her executors, administrators and assigns, the full sum of, &c. of lawful money of Great Britain, on or before the — day of, &c. next ensuing the said — day of, &c. abovementioned; Then, &c. Or otherwise, &c.

N. B. The bond on the above condition, must be made in the name of a third person.

A Condition for Payment of a certain sum yearly to two Persons during their Lives.

THE condition of this obligation is such, That if the above bound A. B. his heirs, executors or administrators, shall well and truly pay or cause to be paid to the said C. D. and E. F. during their natural lives, and the life of the survivor of them, the annual or yearly sum of, &c. of lawful money of Great Britain, on the 25th day of December in every year, the first payment thereof to begin and be made on the 25th day of December next ensuing the date above-written; Then, &c. Otherwise, &c.

Note; If the word *survivor* or *longer liver* be omitted in a condition of this kind, as has been too frequently done, even by practitioners themselves, the bond becomes absolutely void on the death of either of the obligees. 3 Bulstr. 31. See Gro. Jac. 378.

A Condition of a Bond for Performance of Covenants.

THE condition of this obligation is such, That if the above bound A. B. his heirs, executors and administrators, and every of them, do and shall in all things well and truly observe, perform, fulfil, accom-

plish, pay and keep all and singular the covenants, grants, articles, clauses, provisos, payments, conditions and agreements whatsoever, which on the part and behalf of the said *A. B.* are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprised or mentioned in certain indentures of, &c. [*Here mention lease, mortgage, assignment; and if articles of agreement, say, in certain articles of agreement, or otherwise, as the nature of the deed referred to requires*] bearing even date with the bond or obligation above written, and made or mentioned to be made between the said *A. B.* of the one part, and the above named *C. D.* of the other part, [*Where there are more parties in the deed referred to, you must be careful to mention them exactly, as therein described*] according to the purport, true intent and meaning of the same: Then, &c.

A Condition to free a Parish from the Burden of a Bastard Child.

WHEREAS *A. B.* of, &c. single woman, hath sworn before —, one of his Majesty's justices of the peace for the county of, &c. aforesaid, * That the above bound *C. D.* is the father of the male child she hath lately been delivered of, which is likely to become chargeable to the parish of, &c. [*If the woman be not delivered, then say thus, viz. * That she is big and pregnant with a bastard child; and that the above-bounden *C. D.* is the father of such child, which, when born, will become chargeable to the parish of, &c.*] Now the condition of this obligation is such, That if the above bound *C. D. E. F.* and *G. H.* or either or any of them, their or either or any of their heirs, executors or administrators, do and shall from time to time, and at all times hereafter, fully and clearly acquit, free and discharge, or well and sufficiently save and keep harmless and indemnified the above named *J. K.* and *L. M.* churchwardens and overseers of the poor of the parish of, &c. aforesaid, and their successors for the time being, and every of them; as also the inhabitants and parishioners

parishioners of the said parish of, &c. which now are, or hereafter shall be, for the time being, and every of them, of and from all manner of expences, damages, costs and charges whatsoever, which shall or may at any time hereafter arise, happen, grow or be imposed upon them, or either or any of them, for or by reason or means * of the maintenance, education and bringing up of such male child [*But in case only of Pregnancy, proceed thus, viz* * of the said *A. B.*'s being great with child, as aforesaid; or for or by reason of the birth, maintenance, education, and bringing up of such child or children, that she the said *A. B.* now goeth with and shall be delivered of] and of and from all other actions, suits, troubles, charges, damages and demands whatsoever, touching or concerning the same; Then, &c. Otherwise, &c.

Note; When once this security is given to the parish either by the reputed father, or the mother of the child, with two other sufficient bondsmen, both the aggressors become entirely free from the corporal punishment they before were liable to; and of course the authority of the magistrate, in respect to those two offenders in the before-mentioned case, from that moment ceases.

That part of the condition which regards *only the pregnancy* of the woman, must be upon the voluntary confession of the mother, for she cannot be compelled to submit to an examination till she is delivered, since the child cannot be illegitimate before it is born, there being always a possibility that it may be born in lawful wedlock. *Str.* 612. 2 *Ld. Raym.* 1368.

A Condition for Payment of an annual sum to one Person during life.

THE condition of this obligation is such, That if the above bound *A. B.* his heirs, executors or administrators, do and shall yearly and every year, during the life of the above named *C. D.* well and truly pay or cause to be paid to the said *C. D.* one annual or yearly sum of, &c. at or upon the four usual feasts or terms in the year, that is to say, the nativity of our

Lord, the annunciation of the Blessed Virgin, the feast of St. *John the Baptist*, and the feast of St. *Michael the Archangel*, by even and equal portions; the first payment thereof to begin and be made on the feast day of the nativity of our Lord, commonly called *Christmas Day*, next ensuing the date of the above written bond or obligation; Then, &c. Otherwise, &c.

Of Recognisances.

A Recognisance is a bond of record, acknowledged before a judge, justice of the peace, or other magistrate, whereby the party bound confesses to owe to the king, or some other person, a certain sum; for the payment of which, or performance of some other act, his lands, tenements, goods and chattels are bound. See the Statute of *Aston Burnel*, 13 Ed. 1.

Here, as recognisances between party and party, which used to be acknowledged in the Court of Chancery, are now seldom or never used, we shall only acquaint our young Clerk with the forms of such as are daily in use and practice.

Forms of Recognisances.

A Recognisance taken before a Justice of the Peace on a Warrant for a common Assault.

Middlesex. **B**E it remembered, That on the — day to wit, **B** of — in the — year of the reign of our Sovereign Lord —, *A. B.* of, &c. in the county aforesaid, and *C. D.* and *E. F.* of, &c. in the said county, came before me *G. H.* of, &c. Esq; one of his Majesty's justices assigned to keep the peace in the said county, and have acknowledged that they are indebted to our said Sovereign Lord the King, that is to say, the said *A. B.* in forty pounds of good and lawful money of *Great Britain*; and the said *C. D.* and *E. F.* severally in twenty pounds, of like lawful money, on their goods and chattels, lands and tenements, severally to be levied for the use of our said Sovereign Lord

Lord the King, his heirs and successors, if default shall be made in the condition underwritten.

The condition of this recognisance is such, That if the above bound A. B. shall personally be and appear in court at the next general quarter sessions of the peace to be held at ——— for the county of, &c. aforesaid, to answer unto all such matters as shall be then and there objected against him by J. K. of, &c. concerning an assault lately made upon him the said J. K. by the said A. B. and other misdemeanors tending to the breach of the peace; Then this recognisance to be void, or otherwise to be and remain in full force and virtue.

Taken and acknowledged the day
and year aforesaid, before me, G. H.

*A Recognisance for Payment of Costs in a Suit
depending in Chancery.*

A. B. of, &c. before the Lord the King in his Chancery, personally appointed to be, hath acknowledged himself to owe to C. D. of, &c. the sum of, &c. of good and lawful money of Great Britain, to be paid to the said C. D. his executors, administrators or assigns, at the feast of, &c. next ensuing the date of this present recognisance: And the said A. B. wills and grants for himself, his heirs, executors and administrators, by these presents, that if he shall fail or make default in payment of the said sum of, &c. that then the said sum of, etc. shall be levied and recovered of him the said A. B. his heirs, executors and administrators, and of all and singular the manors, lands, messuages, tenements, hereditaments, goods and chattels of him the said A. B. his heirs, executors or administrators. *Witness* our said Lord the King at Westminster, the ——— day of ——— in the ——— year of the reign of the same Lord the King George the Third, by the Grace of God, of Great Britain, France and Ireland, Defender of the Faith, etc.

The condition of this recognisance is such, That if the above bound A. B. being plaintiff in the court of ——— against C. D. defendant, shall pay such costs to the

the said defendant, as the said court of ——— shall award, if they shall see cause to award any ; Then this recognisance to be void, or otherwise, &c.

Acknowledged by the recognisor,
the day of, &c. in the year,
&c. before me,

*The Form of a Bond to the King, which is
of the like Nature of a Recognisance, and
always of the same Efficacy.*

NOW All Men by these presents, that I *A. B.* of, &c. am held and firmly bound to our Sovereign Lord George the Third, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, and so forth, in ——— pounds of lawful money of Great Britain, to be paid to the said Lord the King, his heirs and successors, for which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents, sealed with my seal; dated the, &c. in the ——— year of the reign of our said Sovereign Lord ———, and in the year of our Lord, &c.

Of Letters and Warrants of Attorney.

A Letter of attorney is an authority given by one person to another to act something in his name ; as to receive money, &c. and a warrant of attorney is of the same nature, though generally applied to proceedings at law.

These instruments commit the whole power of the makers thereof to the attorney, to accomplish the act intended to be performed. Letters of attorney are sometimes revocable, and sometimes not. They are irrevocable, when debts, &c. are absolutely assigned to another, and on that account, the word *irrevocable* is

commonly inserted. When revocable they usually carry only a bare authority along with them.

If the attorney exceeds the bounds of the authority granted, as in the case where he is empowered to deliver livery and seisin of land in such a particular part, and he does it in another, this shall render the whole act void; for authorities of this kind receive a very strict interpretation as to the conduct of agents. See 2 *Barnes's Notes C. B.* 44.

If a warrant of attorney be to enter judgment of a particular term expressed, and the attorney enters it of another term, that act is void. *Mod. Rep.* 1.

If a person gives a warrant of attorney to confess judgment, and dies before it is confessed, the warrant becomes countermanded. *Ventr.* 310. *Salk.* 87. *Andr.* 53. 2 *Stra.* 1081. 10 *Mod.* 45. So if a female gives a warrant to confess judgment, and marries before it is entered, this is likewise a countermand. *Salk.* 399. See *Salk.* 117. *Far.* 53. *Show.* 91.

If a warrant of attorney to confess judgment be above a year old, you must not enter it up without leave of the court; which will be granted upon a motion by counsel, on producing a warrant of attorney, and an affidavit, that the debt, or some part of it, is still due; and that the defendant is alive. 2 *Show. Rep.* 252. *Barnes's Notes C. P.* 188. *Camb.* 226. *Anon.* 6 *Mod.* 212. See *Lord Raym.* 850. *Stra.* 639. 2 *Stra.* 718. For the affidavit see head *Affidavits.*

A General Letter of Attorney.

K NOW All Men by these presents, that I A. B. of, &c. for divers good causes and considerations me hereunto moving, have made, ordained, authorised, nominated and appointed, and by these presents do make, ordain, authorise, nominate and appoint C. D. of, &c. my true and lawful attorney, for me, and in my name, and for my own proper use and benefit to ask, demand, sue for, recover and receive of and from E. F. of, &c. all such sum or sums of money

ney, debts and demands whatsoever, which are now due and owing unto me the said *A. B.* by and from the said *E. F.* and to have, use and take all lawful ways and means, in my name or otherwise, for the recovery thereof, by attachment, arrest, distress or otherwise, and to compound and agree for the same; and acquittances or other sufficient discharges for the same, for me, and in my name, to make, seal and deliver, and to do all other lawful acts and things whatsoever concerning the premises, as fully and in every respect, as I myself might or could do, were I personally present at the doing thereof; and attornies, one or more under him, for the purposes aforesaid, to make, and again at his pleasure to revoke; ratifying and confirming, and by these presents allowing whatsoever my said attorney shall, in my name, lawfully do, or cause to be done, in and about the premises, by virtue of these presents. *In witness* whereof I have hereunto set my hand and seal the — day of, &c. in the — year of the reign of, &c. and in the year of our LORD, &c.

*Sealed and delivered
in the presence of*

A Letter of Attorney to receive a Legacy:

K NOW All Men by these presents, that *whereas* *A. B.* late of, &c. deceased, by his last will and testament in writing, bearing date, &c. last past, did give and bequeath unto me *C. D.* of, &c. a legacy of, &c. to be paid unto me on, &c. And of the said will made and constituted *E. F.* of, &c. and *G. H.* of, &c. joint executors, as in and by the said will may appear: Now know ye, that I the said *C. D.* have made, ordained, constituted and appointed *J. K.* of, &c. my true and lawful attorney, for me, and in my name, and for my own proper use and benefit to ask, demand and receive of and from the said *E. F.* and *G. H.* the legacy of, &c. given and bequeathed unto me the said *C. D.* by the said will of the said *A. B.*

A. B. as aforesaid; and upon receipt thereof by, or payment thereof to my said attorney, a general release or discharge for the same to make, execute and deliver: Hereby ratifying, confirming and allowing whatsoever my said attorney shall lawfully do in the premisses. *In witness, &c.*

Sealed, &c.

A Letter of Attorney to receive Rent.

KNOW All Men by these presents, that I *A. B.* of, *etc.* have made, constituted and appointed, and by these presents do make, constitute and appoint *C. D.* of, *etc.* my true and lawful attorney, for me, and in my name, and for my own proper use and behoof, to ask, demand and receive of and from *E. F.* of, *etc.* all such rent and arrearages of rent, which now to are, or hereafter shall grow due from the said *E. F.* out of and from all that my messuage or tenement, with the appurtenances, situate, *etc.* and upon receipt thereof, to give proper acquittances and sufficient discharges thereof: And in default of payment thereof, or any part thereof, to my said attorney, I do hereby authorise and empower him my said attorney, for me, and in my name, into and upon the said messuages and premisses to enter and distrain; and the distress or distresses there found and taken to dispose of, according to law, for the speedy recovering and obtaining my said rents and arrears of rent; or otherwise to proceed by action of debt for recovery thereof, as by him my said attorney shall be thought fit; Hereby ratifying, *etc.* *In witness, &c.*

A Letter of Attorney to make a Distress.

KNOW All Men by these presents, that I *A. B.* of, *etc.* have made, constituted and appointed, and by these presents do make, constitute and appoint *C. D.* of, *etc.* my true and lawful attorney, for me, and in my name, to take any person or persons to his assistance,

assistance, to enter into and upon all these my lands, *etc.* at, *etc.* now in the occupation of *E. F.* or his assigns, as tenants thereof, and there, for me, and in my name, to make a distress of all the cattle, horses, corn, hay, goods, and chattels as are, or shall be found in or upon the premises, for one half year's rent due to me, out of and for the premises at, *etc.* last: And after the said goods are so distrained, if the said *E. F.* doth not within the time limited by the statute in that case made and provided, replevy the same, or pay the said rent: then and in such case, I do hereby authorize my said attorney to cause the said cattle, *etc.* to be appraised; and according to such appraisement to make sale thereof to such person or persons as will buy or purchase the same; and the money arising by such sale to dispose of, in such manner as by the said statute is directed. And for whatsoever my said attorney shall lawfully do in or about the premises, these presents shall be to him a sufficient warrant. *In witness, &c.*

Seal, &c.

An irrevocable Letter of Attorney to receive Annuities.

K NOW All Men by these presents, that whereas *A. B.* of, *etc.* being possessed of and intitled unto two several annuities of _____ a year each, by virtue of the several exchequer orders, bearing date, *etc.* the numbers of which orders are, *etc.* and made in pursuance of an act of parliament passed, *etc.* intitled, *An Act, etc.* and to be paid by four quarterly payments, for and during the term of ninety-nine years, commencing, *etc.* as therein is mentioned; He the said *A. B.* being so possessed as aforesaid, in and by one indenture bearing date, *etc.* made between the said *A. B.* of the one part, and *C. D.* of, *etc.* and *E. F.* of, *etc.* of the other part, hath assigned and transferred the said two several annuities, and the tallies and orders made out thereupon, and all his estate and interest therein, unto the said *C. D.* and *E. F.* to hold:

hold to them, their executors, administrators and assigns, to, for and upon the several trusts therein mentioned; and amongst other things, in trust to permit and suffer the said *A. B.* and his assigns, to receive and take one of the said annuities of, *etc.* a year, for and during the term of his natural life; as in and by the said indenture may more fully appear: *Now know* all men by these presents, that we the said *C. D.* and *E. F.* in pursuance and part performance of the trust in us reposed by the said in part recited indenture, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint the said *A. B.* our true and lawful attorney, irrevocable, in our names, but for the sole use and benefit of him the said *A. B.* to ask, demand and receive out of his Majesty's Exchequer, or of or from the Lord High Treasurer of Great Britain for the time being, the Commissioners of the Treasury, or such other person or persons as ought to pay the same, the said one annuity of, *etc.* a year aforesaid, from time to time as the same shall or ought to become payable to him by virtue of the said in part recited indenture, and on receipt thereof, to give proper and sufficient acquittances and discharges for the same: Hereby ratifying, confirming and allowing whatsoever our said attorney shall lawfully do or cause to be done in or about the premisses, as fully and effectually as if we ourselves were personally present, and the actors and doers thereof. *In witness, &c.*

A Letter of Attorney to let or sell Lands.

K NOW All Men by these presents, that whereas I *A. B.* of, *etc.* am seised in fee of and in all that, *etc.* situate, *etc.* now or late in the possession or occupation of, *etc.* *Now know ye*, that I the said *A. B.* have made, constituted and appointed, and by these presents do make, constitute and appoint *C. D.* of, *etc.* my true and lawful attorney, for me, and in my name, to lease, let, set or demise the said, *etc.* to such person or persons, and for such a term or
number

number of years, and at and under such yearly and other rents as he shall think fit: or otherwise to sell and dispose thereof, either for life or lives, or to sell, grant and convey the same absolutely in fee-simple, for such price or sum of money, and to such person or persons as he shall think fit and convenient: And also for me, and in my name, to seal, execute and deliver such deeds, conveyances, bargains and sales, for the absolute sale and disposal thereof, or of any part thereof, with such clauses, covenants and agreements to be therein contained, as my said attorney shall think fit and expedient: Hereby ratifying confirming and allowing all such lease or leases, deeds, conveyances, bargains or sales, which shall at any time hereafter be sealed and executed by my said attorney, touching or concerning the premises. *In Witness, &c.*

A Letter of Attorney to deliver Seisin of Lands, &c.

K NOW *All Men* by these presents, that I *A. B.* of, *etc.* have made constituted, and appointed, and by these presents do make, constitute and appoint *C. D.* of, *&c.* and *E. F.* of, *&c.* or either of them, jointly or severally, my true and lawful attorney and attornies, for me, and in my name, place and stead, to enter into, have and take full, quiet and peaceable possession and seisin of all, *&c.* situate, *&c.* which in and by one indenture, bearing date, *&c.* and made or mentioned to be made between me the said *A. B.* of the one part, and *G. H.* of, *&c.* of the other part, are granted or mentioned to be granted by me unto the said *G. H.* his heirs and assigns, or into any part or parcel thereof, in the name of the whole; and after such entry so had and made, and possession and seisin so had and taken, as *fore*said, to deliver quiet and peaceable possession and seisin of the said premises unto the said *G. H.* or to his attorney or attornies on that behalf lawfully authorised, to be held and enjoyed according to the tenor, form and effect of the said indenture.

indenture above mentioned. And whatsoever my said attorney or attorneys, or either of them, shall lawfully do in the premisses, I do hereby ratify, confirm and allow, as fully and effectually, as if I myself were present and did the same, *In witness, &c.*

A Letter of Attorney to receive Seisin.

K NOW *All Men* by these presents, that I *A. B.* of, *etc.* have made, constituted and appointed, and by these presents do make, constitute and appoint *C. D.* of, *etc.* my true and lawful attorney, for me, and in my name, and in my place and stead, to take and receive of and from *E. F.* of, *etc.* or of and from his attorney or attorneys in that behalf lawfully authorized, full, quiet and peaceable possession and seisin of, *etc.* which in and by one indenture of, *etc.* bearing date, *etc.* are granted or mentioned to be granted unto me the said *A. B.* and such possession and seisin thereof so had and taken to hold and keep to the use of me, my heirs and assigns, according to the tenor and effect of the said indenture of, *etc.* And whatsoever my said attorney shall lawfully do in the premisses, I do hereby ratify, confirm and allow, as fully and effectually as if I myself were personally present and did the same. *In witness, &c.*

Scaled, &c.

An irrevocable Letter of Attorney to receive Money due on Bond.

K NOW *All Men* by these presents, that I *A. F.* of, *etc.* have made, constituted and appointed, and by these presents do make, constitute and appoint, *C. D.* of, *etc.* my true and lawful attorney irrevocable, for me, and in my name, but to the sole use of him the said *C. D.* to ask, demand and receive of and from *F. F.* of, *etc.* and *G. H.* of, *etc.* the sum of, *etc.* due unto me, in and by one bond or obligation, bearing date

date, *etc.* giving, and by these presents granting to my said attorney, my full power and authority, in my name, place and stead, to do all and every act and acts, thing and things, device and devices in the law whatsoever, for the recovery of the said debt, as fully to all intents and purposes, as I myself might or could do: And upon receipt thereof, acquittances or other discharges, for me, and in my name, to make, seal and execute: Hereby ratifying, confirming and allowing whatsoever my said attorney shall lawfully do or cause to be done in or about the premises. *In witness, &c.*

From a Sailor to his Wife, to receive his Wages, and all other Debts.

— Appoint my loving wife, *M. C.* my true and lawful attorney, for me and in my name, and for my use, to ask, demand and receive of and from all and every person and persons whatsoever, as well all such sum and sums of money as now are, or which shall or may at any time hereafter become due and owing to me for wages from any ship or ships to whom I now do or may belong; as also all other monies now due, or to become due and owing to me by any other ways or means whatsoever, and upon non payment, *etc.*

Note; it was usual at the end of a sailor's letter of attorney to add his will, beginning a new paragraph at about an inch distance. But by the Stat. of 9 & 10 W. 3 c. 41. *sect.* 6 no will of a seaman contained in the same instrument, paper, or parchment, with a letter of attorney, shall be good in law. And by 31 Geo. 2. c. 18. *sect.* 21. "No letter of attorney made by any inferior officer or seamen in the service of his Majesty, his heirs, *etc.* or by the executors or administrators of any such officer or seamen, in order to impower or intitle any person to receive any wages, pay or allowances of money of any kind due or to grow due for such service, shall be good and valid, or sufficient

sufficient for that purpose, unless such letter of attorney shall be made and declared to be revocable by the express words thereof; and unless such letter of attorney, if made by any such officer or seaman then in the service, *etc.* shall be signed before and attested by the captain or commander and one other of the signing officers of the ship, to which such inferior officer or seaman shall belong, or by the clerk of the cheque at some of the dock yards; and unless such letter of attorney, if made by any officer or seaman who shall have been discharged from the service, shall be signed before and attested by the mayor or chief magistrate of the town or place where such officer or seaman shall then reside; or if made by the executors or administrators of any such officer or seaman, unless such letter of attorney shall be signed before, and attested by the minister and churchwardens; or in *Scotland* by the minister and two elders of the parish where such executors or administrators shall respectively reside." And by *stat. 22.* "All letters of attorney, other than such as shall be made and attested in manner aforesaid, and all bargains, sales, bills of sale, contracts, agreements and assignments whatsoever for any wages, pay or allowances of money of any kind, due or to grow due to any such inferior officer or seaman in the service, made or entered into after the first of *November 1758*, are void; and the treasurer of the navy for the time being is to pay, or cause to be paid, to every such inferior officer or seaman as shall appear in person at the pay table, or in his absence to his lawful attorney empowered by him in manner aforesaid, or to the executors or administrators of such officer or seamen, or to their respective attornies duly authorized as aforesaid, the respective wages, *etc.* due to them, without regard to any such letter of attorney made concerning the same."

A Revocation of a Letter of Attorney.

K NOW *All Men* by these presents, that *whereas* *A. B.* of, *etc.* in and by my letter of attorney, bearing date, *etc.* did make, constitute and appoint *C. D.* of, *etc.* my attorney, for recovery of all debts and sums of money whatsoever due to me the said *A. B.* from *E. F.* of, *etc.* as by the said letter of attorney may appear: *Now know ye*, that I the said *A. B.* for that the said *C. D.* hath abused the authority by me in him reposed, [*Or thus*, for divers good causes and considerations me hereunto moving] *have* revoked, countermanded, annulled and made void, and by these presents *do* revoke, countermand, annul and make void the said letter of attorney, and all power and authority thereby given or intended to be given to the said *C. D.* *In witness*, &c.

A Warrant of Attorney to appear and plead to an Action commenced.

TO Mr. *A. B.* of, *etc.* one of the attornies of his Majesty's Court of, *etc.* at *Westminster*: *These* are to desire and authorise you to appear for me *C. D.* of, *etc.* in the said court, at the suit of, *etc.* in an action of, *etc.* and to plead to the said action of, *etc.* and for your so doing this shall be to you a sufficient warrant. *In witness*, &c.

A Warrant of Attorney to confess Judgment.

TO Mr. *A. B.* of, *etc.* and *C. D.* of, *etc.* attornies of his Majesty's Court of, *etc.* at *Westminster*, &c. or to any other attorney of the same court

These are to authorise you, either or any of you, to appear for me *E. F.* of, *etc.* in the said court, this present *Hilary* term, or any other subsequent term,

at

at the suit of G. H. of, &c. and confess a judgment against me unto him, in an action of debt for 100 l. besides costs of suit, by *Non sum informatus, Nil dicit*, or otherwise; and for your, either or any of your so doing, this shall be your warrant. *In witness, &c.*

A Warrant of Attorney to acknowledge Satisfaction on a Judgment.

TO Mr. A. B. of, &c. and C. D. of, &c. attornies of his Majesty's court of, &c. at *Westminster*, or to any other attorney of the same court.

Whereas I G. H. of, &c. did in ——— term last, obtain and recover one judgment in the said court of, &c. against E. F. of, &c. for 1000 l. debt and ——— for damages and costs of suit, as by the records thereof remaining in the said court may appear; And for which said judgment, and debt and damages thereupon recovered, I the said G. H. am, and do hereby acknowledge to be satisfied, contented and paid.

These are therefore to desire and authorise you, either or any of you, and I do hereby give you, each and every of you, full power and authority, for me, and in my name, to acknowledge satisfaction upon record in the said court, of and for the said judgment, and the said debt and damages thereupon recovered. And for your, either, or any of your so doing, this shall be your sufficient warrant. *In witness, &c.*

A Warrant of Attorney, to confess a Judgment in Ejectment.

To, &c.

THESE are to desire and authorise you, the attornies above named, or either of you, or any other attorney of the court of ——— at *Westminster* aforesaid, to appear for me J. K. of, &c. in the said court, as of this present ——— term, or any other

D

subse-

subsequent term, and then and there to receive a declaration or declarations for me in an action of trespass in ejectment, at the suit of _____ (*the lessee of the plaintiff*) for _____ with the appurtenances, in the parish of _____ in the county of _____ which J. K. of _____ Esq; (*that is the mortgagee*) the _____ day of this instant, at _____ aforesaid, did demise to the said (*lessee of the plaintiff*) and his assigns, to hold from the _____ of _____ last past, before the date hereof, for the term of _____ from thence next ensuing, fully to be complete and ended; and thereupon to confess a judgment in the said action for the said messuages, lands, and premises, with their appurtenances, or else to suffer the same to pass by *Non sum informatus*, or otherwise, against me, in the same action, and to be thereupon forthwith entered up against me of record, and for your so doing, &c.

Warrant to defend a Suit.

Mr. A. B.

I HEREBY authorise you to appear for me C. D. to an action brought against me in the court of _____ at the suit of E. F. and plead thereto, and further to do such things therein as you shall think necessary for my defence in the said action.

Dated this _____
day of _____

Yours,
C. D.

Another in Ejectment.

Mr. I. N.

I HEREBY authorise you to appear for me to this declaration, and procure me to be made defendant in the room of the casual ejector, and enter into the common rule for confessing lease, entry and ouster, and thereupon plead not guilty.

— day of —

Your humble servant,

1772.

S. B.

Warrant

Warrant from the Plaintiff to the Sheriff and Gaoler, to discharge the Defendant.

TO G. L. Esq; Sheriff of S. and to the keeper of the common gaol within the said county, J. L. of ——— sends greeting. Whereas J. D. of ——— is now in your custody, by virtue of a writ of *Capias ad satisfaciendum*, issued out of the court of ——— at Westminster, at the suit of me the said J. L. for certain damages in the said writ mentioned, for which said damages I have received satisfaction: Now therefore these are to will and authorise you, and each of you, that you immediately discharge and release the said J. D. of and from the execution aforesaid, and of and from all writs and process whatsoever, at my suit, and of and from all or any restraint and imprisonment, by occasion of any execution, writ or process heretofore charged against him by me the said J. L. upon your being paid your fees. And for so doing this shall be your sufficient warrant. Given under my hand and seal the ——— day of ——— in the year of our Lord —

Of Releases.

A RELEASE is the giving up or discharging of the right or action one person has or claims against another: By it is likewise meant a conveyance of a man's interest or right in lands, &c. *West's Symb. Par. 1. lib. 2.*

All actions or suits may be discharged by release; as likewise debts, legacies, &c. before or after they become due. Judgments and executions may, by proper words be also discharged by it. A release in general of all actions bars all actions, suits, bonds, &c. provided the cause of action subsists at the time of executing the release; but this release will not bar executions or writs of error. *Lit. 406. Co. Lit. 285. 4 Rep. 63. 8 Rep. 152, 159. Cro. Eliz. 897.*

A release of all demands is the most extensive and effectual discharge of any, including in it most of all the others. *Lit.* 508. *Co. Lit.* 291. 5 *Rep.* 71. 8 *Rep.* 153. *Dy.* 56.

A release to one obligor, where several are bound in a bond, is a discharge to the others. *Lit. Rep.* 191. 2 *Sid.* 41. *Co. Lit.* 232. *Cro. Eliz.* 648.

A release from a landlord to one joint-tenant shall extend to both. *Hob.* 66. *Co. Lit.* 232.

If two commit a trespass, the release to one trespassor will discharge the other. 1 *Inst.* 232. 2 *Roll. Abr.* 410. *Hob.* 66. *Bro. Release*, pl. 94.

Where a creditor is made executor, or a creditor, being a woman, marries the debtor, the debts in both these cases are released in law: *Brownl.* 76. *Cro. Char.* 373. *Co. Lit.* 264. b. *Roll. Rep.* 934, 940. *Plowd.* 184. b. 186. a. *Hob.* 10. *Wentw.* 45. *Yelv.* 160. *Mo.* 236, 855. *Jo.* 345. *Hut.* 17, 128. And in the first of these, the executor may retain goods of the testator sufficient to satisfy him his debt. Where an obligor is administrator of the goods of the obligee, this will not amount to a release in law. *Sid.* 79. *Leon.* 90, 91. *Roll. Rep.* 934. *Swinb.* 300, 301, 325. *Salk.* 303, 327. 3 *Salk.* 163. 8 *Rep.* 136.

If a rent be behind twenty years, and a release given for the last year due, all the rent in arrear is presumed in law to be satisfied. *Trial per Pais*, edit. 1739, p. 418. *Law of Evid.* edit. 1739, p. 196. *Sid.* 13. *Gilb. Law of Evid.* edit. 1760, p. 160, 161. 12 *Vin. Abr.* p. 129, [A. b. 60.] pl. 2.

A General Release.

K NOW All Men by these presents, that I A. B. of, &c. have remised, released, and for ever quit claimed, for me, my heirs, executors and administrators, and by these presents do remise, release, and for ever quit claim unto C. D. of, &c. his heirs, executors, and administrators, all and all manner of action and actions, cause and causes of actions, suits, bills, bonds, writings, obligations, debts, dues, duties,

ties, reckonings, accounts, sum and sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, both at law and in equity, or otherwise howsoever, which against him the said C. D. I ever had, now have, or which I, my heirs, executors, or administrators can, shall, or may have, claim, challenge, or demand, for or by reason or means of any act, matter, cause, or thing, from the beginning of the world to the day of the date of these presents. *In witness, &c.*

Sealed, &c.

A Release of a Trust.

KNOW *All Men* by these presents, that *whereas* in and by certain indentures of, &c. bearing date on or about, *etc.* and made or mentioned to be made between C. D. of, *etc.* of the one part, and me A. B. of, *etc.* of the other part, the said C. D. for the considerations therein mentioned, did grant, *etc.* In which said indentures of, *etc.* I the said A. B. do hereby declare, that my name was only used in trust for E. F. of, *etc.* Now know ye, that I the said A. B. in discharge of the trust in me reposed as aforesaid, and at the request of the said E. F. have remised, released, surrendered, assigned, transferred, and set over, and by these presents do for me, my executors and administrators, freely and absolutely remise, release, surrender, assign, transfer, and set over unto the said E. F. his executors, administrators, and assigns, all the estate, right, title, interest, benefit, trust, claim, and demand whatsoever, which I the said A. B. my executors or administrators, can, shall or may have, or claim of, in or to the said premises, or of or in any sum or sums of money, or other matter or thing whatsoever in the said indentures of, *etc.* contained, mentioned, and expressed; so that neither I the said A. B. my executors or administrators at any time hereafter, shall or will claim, challenge, or demand

any interest, property, benefit, or other thing, in any manner whatsoever, by reason or means of the said indentures, or any covenant therein contained; but thereof and therefrom, and of and from all actions, suits, and demands which I, my executors or administrators may have concerning the same, shall be for ever debarred by these presents. *In witness, &c.*

A Release of a Legacy.

KNOW *All Men* by these presents, that *whereas* *A. B.* of, *etc.* made his last will and testament in writing, bearing date, *etc.* did, among other legacies therein contained, give and bequeath unto me *C. D.* of, *etc.* the sum or legacy of, *etc.* and of his said will made and constituted *E. F.* sole executor, as in and by the said will may appear: *Now know ye*, that I the said *C. D.* do hereby confess and acknowledge, that I have had and received of and from the said *E. F.* the legacy or sum of, *etc.* so as aforesaid given and bequeathed unto me by the said *A. B.* And therefore I do by these presents acquit, release and discharge the said *E. F.* of and from all legacies, dues, duties, and demands whatsoever, which I, my executors or administrators may have, claim, challenge, or demand of or against the said *E. F.* his executors or administrators, by virtue of the last will and testament of, or out of the estate of the said *A. B.* deceased as aforesaid. *In witness, &c.*

A Release from a Legatee upon his coming to Age.

KNOW *All Men* by these presents, That *whereas* *A. B.* of, *etc.* made his last will and testament in writing, bearing date, *etc.* and, among other legacies therein contained, did give and bequeath unto me *C. B.* of, *etc.* his son, the annual sum of, *etc.* to be paid me quarterly, until I should attain the age of one and twenty years; and of his said will appointed

E. F.

E. F. and G. H. joint executors, as in and by the said will may appear: And *whereas* the said *E. F.* and *G. H.* did jointly accept of the said executorship and trust, and I the said *C. B.* have attained my said age of twenty-one years; And *whereas* the said *E. F.* and *G. H.* have made up an account with me the said *C. B.* of all monies received and paid by the said *E. F.* and *G. H.* and of all transactions in pursuance of the said executorship and trust; And have not only paid me the said *C. B.* the balance of such accounts, but also delivered unto me all writings and papers belonging to the estate of the said deceased *A. B.* Now know ye, that I the said *C. B.* being fully satisfied in the premises, have remised, released, and for ever quit claimed, and by these presents do remise, release, and for ever quit claim unto the said *E. F.* and *G. H.* and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money by them had or received, in pursuance of the said trust, or by means of their being executors to the said *A. B.* as aforesaid; and also of and from all other reckonings, accounts and demands whatsoever, from the beginning of the world to the day of the date of these presents. *In witness, &c.*

A Release of the Equity of Redemption to a House mortgaged by Dead Poll.

K NOW All Men by these presents, That *whereas* as by indentures of lease or demise, bearing date, &c. made or mentioned to be made between me *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, I the said *A. B.* in consideration of, &c. therein mentioned to be paid to the said *C. D.* and which was accordingly paid, did demise, grant, lease, let, and to farm let unto the said *C. D.* his executors, administrators and assigns, all that messuage, &c. [Here describe the premises particularly as wrote in the lease.] To hold the same unto the said *C. D.* his executors, administrators and assigns, from the, &c. next before the day of the date of the said in

part recited indenture of demise, for and during and unto the full end and term of 500 years, from thence next ensuing, and fully to be complete and ended, without impeachment of or for any manner of waste, at and under the yearly rent of one pepper corn, payable at or upon the feast of, &c. if lawfully demanded: In which said in part recited indenture of lease was contained a proviso or condition, that the same should be void on payment of the sum of, &c. at a day long since past, as in and by the said in part recited indenture of lease may more fully appear. And *whereas* the said sum of, &c. or any part thereof, was not paid on the day in the said proviso or condition mentioned and limited for the payment thereof, but the same, together with a large sum further for interest, amounting in the whole to the sum of, &c. remains due to the said C. D. And *whereas* I the said A. B. am fully satisfied that the said monies so due to the said C. D. on the said in part recited indenture of lease, as aforesaid, is the full value of the said mortgaged premises, and that I the said A. B. am not able to redeem the same [Or thus, that the said C. D. hath offered to advance to me the said A. B. the further sum of, &c. to make the said sum of, &c. the full value of, &c.] *Now know ye*, that I the said A. B. in consideration thereof, [Or, in consideration of the sum of, &c. of lawful money of Great Britain, to me the said A. B. in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof I the said A. B. do hereby acknowledge,] and for quieting the said C. D. in the possession and enjoyment of the said messuage, &c. and for extinguishing all right of equity of redemption of the said mortgaged premises, I the said A. B. have remised, released, and for ever quit-claimed, and by these presents do remise, release, and for ever quit-claim unto the said C. D. his executors, administrators and assigns, the said proviso or condition in the said in part recited indenture of lease contained, and all benefit and equity of redemption of the said messuage, &c. by virtue or colour thereof, or otherwise howsoever: And also all and singular the covenants, grants, clauses and agreements

ments in the said in part recited indenture of lease comprised, which on the part and behalf of the said C. D. his executors, administrators or assigns, were to have been, or are or ought to be performed. And further the said A. B. for the considerations aforesaid, hath granted, bargained and sold, released, ratified and confirmed, and by these presents doth grant, bargain, sell and confirm unto the said C. D. his executors, administrators and assigns, all and singular the said messuage, &c. abovementioned and recited to have been granted and demised unto the said C. D. as aforesaid, and every part and parcel thereof, with the appurtenances; and also all the estate, right, title, interest, claim and demand whatsoever, both in law and equity, of me the said A. B. of, in and to the said messuage or tenements and premisses, and of, in and to every part and parcel thereof, with the appurtenances: To have and to hold all and singular the said messuage, &c. unto the said C. D. his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of 500 years, yet to come and unexpired; freely and clearly acquitted and discharged of and from all benefit and equity of redemption whatsoever. And the said A. B. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said C. D. his executors administrators and assigns, that he the said C. D. his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, during the residue and remainder of the said term of 500 years, in and by the said in part recited indenture of lease granted, which is yet to come and unexpired, peaceably and quietly have, hold, use, occupy and enjoy all and singular the said messuage, &c. and every part and parcel thereof, with the appurtenances, without the let, suit, trouble, hindrance, molestation or interruption of me the said A. B. my heirs or assigns, and of all and every other person or persons whatsoever, claiming or to claim, by, from or under me, them, or any of them. *In witness, &c.*

A Release of Dower.

K NOW *All Men* by these presents, that I *A. B.* widow and relict of *B. B.* late of, &c. deceased, for and in consideration of the sum of, &c. of lawful money of *Great Britain*, to me the said *A. B.* by *C. B.* of, &c. son of the said *B. B.* deceased, well and truly paid, the receipt whereof I do hereby acknowledge, *have remised, released, and for ever quit-claimed, and by these presents do remise, release, and for ever quit-claim* unto the said *C. B.* all and all manner of dower, and right and title of dower whatsoever, which I the said *A. B.* now have, may, might, should, or of right ought to have or claim of, in or out of all and every the manors, messuages, lands, tenements and hereditaments which were belonging to the said *B. B.* my late husband, at any time during the coverture between him and me the said *A. B.* situate, &c. or elsewhere; And also all manner of action or actions, writ and writs of dower whatsoever; so as neither I the said *A. B.* nor any other person for me, or in my name, any manner of dower, or writ or action of dower, or any right or title of dower, of or in the said manors, lands, tenements and hereditaments, or of or in any part or parcel thereof, at any time hereafter shall or may have, claim, or prosecute against the said *C. B.* his heirs, or assigns, *In witness, &c.*

A Release of Errors.

K NOW *All Men* by these presents, that I *A. B.* of, &c. have remised, released, and for ever quit-claimed, and by these presents *do remise, release, and for ever quit-claim* unto *C. D.* of, &c. all and all manner of error and errors, cause and causes of error, misprisions, misentries, defects and wrongful pleading and proceedings whatsoever, made, committed, omitted or done, in, about, or concerning one judgment for the sum of, &c. together with costs of suit by the said *C. D.* obtained against me in his Majesty's

jestly's court of, &c. at Westminster in Trinity term last past; and also all writs of error or errors whatsoever concerning the same. *In witness, &c.*

[See more of releases under the head of *Conveyances*]

A Receipt or Aquittance for Rent paid.

Received this — day of, &c. of } l. s. d.
 Mr. A. B. the sum of twenty }
 pounds in money, which, with ten pounds }
 more disbursed by the said A. B. for taxes }
 and reparations of the messuage. &c. he } 30 0 0
 now occupies, situate, &c. makes in the }
 whole the sum of thirty pounds, and is }
 in full of half a year's rent due to me out }
 of the said premises at Martinmas day }
 last. I say received, }

By me C. D.

A General Receipt.

Received of Mr. A. B. the sum of } l. s. d.
 five pounds, in full for, &c. and } 5 0 0
 of all demands. I say received }

By me C. D.

N. B. A general receipt will discharge all debts, except such as are on specialty, *i. e.* bonds, bills and other instruments that may properly be called acts or deeds, *viz.* Those that require to be executed in a solemn manner, where the sealing and delivery are the most essential parts of the act; and on that account can only be destroyed by something of equal force, *viz.* Some other specialty, such as a general release, &c. This receipt will not discharge indorsable promissory notes, or inland bills.

See promissory notes under the head *Bonds, &c.*

An Acquittance for Debt received of a third Hand.

Received this, &c. of Mr. A. B. by
 the hands of Mr. C. D. the sum of
 five pounds, in full for certain goods, &c.
 bought by the said A. B. of me. I say
 received in full of all demands,
 By me E. F.

An Acquittance for Money received by a third Person for the Use of another.

Received this, &c. of Mr. A. B. the
 sum of ten pounds, in full for work
 done by Mr. C. D. for the said Mr. A. B.
 I say received by the order and for the
 use of the said Mr. C. D.
 By me G. H.

An Acquittance for Money received in part of a Debt due on Bond.

Received this, &c. of Mr. A. B. the
 sum of sixty pounds, in part of pay-
 ment of a greater sum due to me on bond
 from the said Mr. A. B. I say received
 By me E. D.

A Receipt for Interest due on Bond.

Received this, &c. of Mr. A. B. the
 sum of five pounds, in full for one
 year's interest of 100 l. due to me at
 Christmas last on bond from the said A.
 B. I say received
 By me C. D.

Note;

Note; Besides these receipts to be taken on payment of money due on bonds, it is proper to have each payment mentioned on the back of the obligation.

An Acquittance for a Legacy.

Received this, &c. of A. B. executor
of the last will and testament of
C. D. late of, &c. deceased, the sum of
eighty pounds, in full of a legacy be- } l. s. d.
queathed to me in and by the last will and } 80 0 0
testament of the said C. D. I say received }
in full of all demands,

By me E. F.

*An Acquittance to an Administrator on Pay-
ment of a Debt due from the Intestate.*

Received this, &c. of Mr. A. B. } l. s. d.
administrator of the goods and }
chattels, rights and credits of C. D. late }
of, &c. deceased, the sum of one hun- } 100 0 0
dred pounds, in full of a debt owing me }
by the said C. D. in his lifetime, for }
household goods by me sold him. I say }
received in full of all demands,

By me E. F.

*A Receipt proper to be taken upon a Person's
giving a Promissory Note for a Book Debt.*

Received this, &c. of Mr. A. B. a } l. s. d.
promissory note for the sum of }
fifteen pounds, payable to me, or order, }
— months after date; which sum, } 15 0 0
when paid, is in full of all demands. I }
say received,

By me E. F.

*An Acquittance for the Purchase Money on
the executing of a Conveyance, to be in-
dorsed on the Back of the Deed.*

R Eceived the day and year within } l. s. d.
written, of the within named }
A. B. the sum of one thousand pounds, } 1000 0 0
being the full consideration-money }
within mentioned to be paid to me. }
I say received

By me E. F.

*Witnesses to the payment
of the money.*

*A Receipt for Writings intrusted in a Person's
Hands.*

R Eceived this, &c. of A. B. of, &c. four several
deeds or conveyances; one of them purporting
to be a lease of, &c. and made between, &c. another
of them to be an assignment of the said lease, and made
between, &c. and the other two to be a lease and
release, and made between, &c. For which several
deeds or writings I hereby promise to be accountable,
and to redeliver the same to the said A. B. on demand.
Witness, &c.

Of Bargains and Sales.

A Bargain and sale transfers lands and tenements
from one person to another; but a bill of sale
only the property of goods. There must always be a
valuable consideration, where lands are conveyed by
bargain and sale: and where the freehold is by such
deed to pass, inrollment is necessary within six months
after the date of the bargain and sale, and then it needs
no livery and seisin. 27 Hen. 8. c. 10, 16.

A bill

A bill of sale of goods and chattels may be made without a valuable consideration, or inrollment; but must have livery and seisin. *Bat. Abr. 71.*

Though a deed of conveyance expresses a consideration of money upon a purchase, it is no proof that the money expressed was really paid; but proof of it must be actually made by witnesses. *Styl. Rep. 462. 2 Will. Rep. 295. S. P.*

A Bargain and Sale of Lands.

THIS indenture made the — day of — in the — year of the reign of — by the Grace of God, &c. and in the year of our Lord, &c. between *A. B.* of, &c. of the one part, and *C. D.* of &c. of the other part, witnesseth, That the said *A. B.* for and in consideration of the sum of, &c. of lawful money of Great Britain to him the said *A. B.* in hand well and truly pay, the receipt whereof is hereby acknowledged; he the said *A. B.* hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said *C. D.* his heirs and assigns, all those messuages, &c. and also all trees, woods, underwoods, tithes, commons and common of pasture, ways, watercourses, profits, commodities, advantages, hereditaments and appurtenances whatsoever, to the said messuage, &c. above mentioned belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits of the said premises, and of every part and parcel thereof; and all the estate, right, title, interest, claim and demand whatsoever of him the said *A. B.* of, in and to the said messuages, &c. and premises, and every part thereof: *To have and to hold* the said messuages, &c. and all and singular other the premises abovementioned, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his heirs and assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever. *And* the said *A. B.* for himself and his heirs, the said messuages, &c. and premises, and every part thereof, against him and his

his heirs, and against all and every other person and persons whatsoever, to the said C. D. his heirs and assigns, shall and will warrant and for ever defend by these presents. *In witness, &c.*

Sealed, &c.

The Method of Inrollment of a Bargain and Sale of Lands, &c.

AFTER the deed is acknowledged by the bargainor, the secondary enters the same in the roll, thus, *viz.*

Be it remembered, That the ——— day of, &c. thither in the same term before the Lord the King at Westminster, came A. B. of, &c. in the county of, &c. in his proper person, and brought here into the court of the said Lord the now King, before the King himself at Westminster, a certain indenture of bargain and sale, which he hath acknowledged to be his deed; and he desired that the said indenture might be inrolled in the said court of the Lord the now King, before the said Lord the King at Westminster, of record, and it is inrolled in these words following: This indenture, &c. [Here the deed must be inserted verbatim]

Afterwards is wrote in large text, on the back of the deed as follows, *viz.*

Inrolled in the court of the Lord the King, before the King himself at Westminster, of the term of, &c. in the ——— year of the reign of, &c. now King of Great Britain, &c.

Roll.

A Bill of Sale of Goods.

KNOW *All Men* by these presents, that I, *A. B.* of, &c. for and in consideration of the sum of, &c. of lawful money of *Great Britain*, to me in hand paid by *C. D.* of, &c. at or before the sealing and delivery

livery of these presents, the receipt whereof I the said *A. B.* do hereby acknowledge, *have* granted, bargained and sold, and by these presents *do* grant, bargain and sell into the said *C. D.* his executors, administrators and assigns, all the goods, household stuff, implements and furniture, particularly mentioned, expressed and contained in the schedule hereunto annexed, [*Or thus,* herein after particularly mentioned, that is to say, one bedstead, &c.] all and singular which said premises are now remaining, standing and being in a certain messuage or tenement, situate, &c. and now or late in the occupation of the said *A. B.* *To have and to hold* all and singular the said goods, household-stuff and furniture, and other the premises above bargained and sold, or mentioned or intended so to be, to the said *C. D.* his executors, administrators and assigns for ever. And I the said *A. B.* for myself, my heirs, executors and administrators, all and singular the said goods, &c. unto the said *C. D.* his executors, administrators and assigns, against me the said *A. B.* my executors and administrators, and against all and every other person and persons whatsoever, shall and will warrant and for ever defend by these presents. Of all and singular which said goods, &c. I the said *A. B.* have put the said *C. D.* in full possession, by delivering to him the said *C. D.* one silver spoon, at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned or intended so to be, unto him the said *C. D.* as aforesaid. *In witness, &c.*

The Form of indorsing Livery and Seisin on the above Bill of Sale.

MEmorandum, the day and year first within written, livery and seisin of the goods, &c. by the within written deed, bargained and sold, was delivered by the said *A. B.* to the said *C. D.* by giving and delivering to the said *C. D.* one silver spoon, in the name of the whole goods and premises sold, in presence of us.

A Bill

A Bill of Sale of Part of a Ship by Indenture.

THIS indenture made the — day of — in the year, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, witnesseth, That the said *A. B.* for and in consideration of the sum of, &c. of lawful money of Great Britain, to him the said *A. B.* in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof the said *A. B.* doth hereby acknowledge, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said *C. D.* his executors, administrators and assigns, one fourth part, the whole into four parts equally to be divided, of all that ship or vessel, called, &c. of the burthen of, &c. together with one full fourth part, the whole to be divided as aforesaid, of all the masts, sails, sail-yards, anchors, cables, ropes, cords, boats, oars, guns, gunpowder, shot, tackle, apparel, ammunition and furniture to the said ship belonging, or in anywise appertaining: *To have and to hold* the said fourth part of the said ship or vessel, and other the premises hereby granted, bargained and sold, or mentioned or intended so to be, unto the said *A. B.* his executors, administrators and assigns for ever, as his and their own proper goods, and to and for his and their own proper use and uses for ever. And the said *A. B.* doth hereby, for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *C. D.* his executors, administrators and assigns, that the said *A. B.* at the time of the sealing and delivery of these presents, is the true and lawful owner and proprietor of the said fourth part of the said ship or vessel, and premises hereby granted, bargained and sold, or mentioned or intended so to be, unto the said *C. D.* his executors, administrators and assigns, as aforesaid; And that he the said *C. D.* at the time of the sealing and delivery hereof, hath in himself full power
and

and good authority in law, to grant, bargain and sell the said fourth part of the said ship or vessel and premisses above bargained and sold, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns in manner aforesaid; And also that it shall and may be lawful to and for the said C. D. his executors, administrators and assigns, from time to time, and at all times hereafter, quietly and peaceably to have, hold, possess and enjoy the said fourth part of the said ship, and all other the premisses hereby granted or mentioned, or intended so to be, without the let, trouble, denial, molestation, hindrance or disturbance whatsoever, of him the said A. B. his executors, administrators or assigns, or of any other person or persons whatsoever, lawfully claiming or to claim by, from or under him, them, or any of them; and that freed and discharged of and from all former and other bargains, sales and incumbrances made, done or committed by him the said A. B. or any other person or persons by his order, consent, privity or procurement. *In witness, &c.*

Of Gifts, Grants and Exchanges.

A Deed of gift passes either lands or goods. It is good against the donor or person that makes it, and all others, except creditors, when it shall appear to be done with an intent to defeat them of their debts; in which case the law adjudgeth such deed void as to such creditors. Grants are of the like nature with deeds of gift. In a good grant or gift, there must be a grantor or donor able to grant; and a grantee or donee capable of the thing granted. See *Wood's Inst.* 332. *Perk.* 57. 3 *Rep.* 80.

An exchange is where a person being seised or possessed of certain lands, and another person of other lands, exchange their interests, so that each shall have the others lands. Both the estates granted must be equal, as fee simple for fee-simple, life for life, a term for the like term, &c. yet the things exchanged need

need not be of one nature, or equal in value. *Lit.* 63, 64. *Co. Lit.* 50, 51.

In every exchange is implied a condition of re-entry upon the lands given in exchange, if either of the parties is evicted of the land granted him, or any part thereof. 4 *Rep.* 121.

A Deed of Gift of a Personal Estate.

KNOW All Men by these presents, that I *A. B.* of, &c. in consideration of the natural love and affection which I have and bear unto my beloved sister *C. B.* and also for divers other good causes and considerations me the said *A. B.* hereunto moving, have given, granted and confirmed, and by these presents do give, grant and confirm unto the said *C. B.* all and singular my goods, chattels, plate, jewels, leases and personal estate whatsoever, in whose hands, custody or possession soever they be, within the kingdom of Great Britain; To have, hold and enjoy all and singular the said goods, chattels and personal estate aforesaid, unto the said *C. B.* his executors, administrators and assigns, to the only proper use and behoof of the said *C. B.* his executors, administrators and assigns for ever. And I the said *A. B.* all and singular the said goods, chattels, personal estate, and other the premises to the said *C. B.* his executors, administrators and assigns, against me the said *A. B.* my executors and administrators, and all and every other person and persons whatsoever, shall and will warrant, and for ever defend by these presents. Of all and singular which said goods, chattels, personal estate, and other the premises, I the said *A. B.* have put the said *C. B.* in full possession, by delivering to him one pewter dish at the time of the sealing and delivery of these presents, in the name of the whole premises hereby granted, *Witness, &c.*

N. B. A memorandum of livery and seisin, in the form of that to be indorsed on a bill of sale of goods, must be here likewise used.

A deed of gift of a manor and lands. See Feoffments.

A Grant

A Grant of an Advowson.

KNOW All Men by these presents, that I *A. B.* of, &c. Esq; patron of the rectory or parish church of, &c. in the diocese of, &c. for divers good causes and considerations me hereunto moving, have given, granted and confirmed, and by these presents do for myself and my heirs, give, grant and confirm unto *C. D.* of, &c. his executors, administrators and assigns, the first and next advowson, donation, nomination, presentation, free disposition and right of patronage of and to the parsonage, rectory or parish church of, &c. aforesaid, with full power and authority to and for the said *C. D.* his executors, administrators and assigns, to present a fit person to the said rectory or parish church, whensoever the same shall first and next happen to become void by the death, resignation or deprivation of, &c. the present incumbent thereof, or otherwise howsoever: and to do and perform all and every act and acts, thing and things whatsoever, in order to the same, in as full, large and ample manner, to all intents and purposes as I the said *A. B.* or my heirs, may, might, or hereafter could have done, if this present grant had not been made, freed and discharged, or otherwise by me the said *A. B.* and my heirs, well and sufficiently saved harmless, and kept indemnified of and from all and all manner of former or other gifts, grants or incumbrances whatsoever, whereby to defeat or make void this present grant, had, made, committed, done or suffered, or to be had, made, done or suffered by me the said *A. B.* my heirs or assigns, or by any other person or persons whatsoever, lawfully claiming, by, from or under me, them, or any of them. *In witness, &c.*

A Grant of an Annuity by Indenture.

THIS indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, *witnesseth*, That the said *A. B.* for and in consideration of the sum of, &c. to him in hand well and truly paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof the said *A. B.* doth hereby acknowledge, hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said *C. D.* and his assigns, one annuity of, &c. to be received, taken, had, and to be issuing out of all that messuage, &c. with all and singular the appurtenances thereunto belonging, and every part and parcel thereof, unto the said *C. D.* and his assigns, for and during the natural life of him the said *C. D.* payable, and to be paid at and upon, &c. yearly, by even and equal portions; the first payment to begin and be made at or upon, &c. And if it shall happen that the said annuity of, &c. or any part thereof to be behind or unpaid, in part or in all, by the space of twenty-one days next after either of the said days or times of payment thereof, whereupon the same should or ought to be paid as aforesaid; that then, and so often, and at any time hereafter, it shall and may be lawful to and for the said *C. D.* and his assigns, into and upon the said messuage and premisses above mentioned, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away and impound, and the same in pound to take, hold and keep, until the said annuity and the arrears thereof, (if any shall be,) together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said *C. D.* his executors, administrators and assigns, that he the said *A. B.* his heirs, executors or administrators, shall and will well and truly pay,

pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, the said annuity or yearly rent charge, &c. above, at the days and times, and in manner and form, as above expressed and limited for payment thereof, according to the true intent and meaning of these presents. And also, that the said messuage, &c. above mentioned to be charged, or chargeable with the said annuity hereby granted, shall from time to time be and continue over, and sufficient for the payment of the said annuity of, &c. yearly, during the life of the said C. D. *In witness, &c.*

A Deed of Gift of a Manor and Lands by Indenture.

THIS indenture made, &c. between A. B. of, &c. of the one part, and C. B. son and heir apparent of the said A. B. of the other part, *witnesse*, that the said A. B. as well for and in consideration of the natural love and affection which he the said A. B. hath and beareth unto the said C. B. as also for the better maintenance, support, livelihood and preferment of him the said C. B. hath given, granted, aliened, enfeoffed and confirmed, and by these presents doth give, grant, alien, enfeoff and confirm unto the said C. B. his heirs and assigns, *All* that capital messuage, site or mansionhouse, with the dovehouse, stable, barn, orchard, garden, and several pieces or parcels of land, arable, meadow and pasture ground thereunto adjoining and belonging, commonly called or known by the name of, &c. now or late in tenure, possession or occupation of, &c. their tenants, undertenants or assigns; And all that the manor or lordship of, &c. lying and being in, &c. together with all and singular houses, outhouses, edifices, buildings, barns, stables, courts, courtilages, gardens, orchards, lands, tenements, meadows, pastures, feedings, trees, woods, underwoods, commons, common of pasture, ways, paths, passages, waters, water courses, easements, profits,

profits, commodities, royalties, privileges, franchises, liberties, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said capital messuage, manor, lands, tenements, hereditaments and premises hereby mentioned, or intended to be granted and confirmed unto the said C. B. as aforesaid, or any part or parcel thereof, belonging or in anywise appertaining, or therewithal commonly held, used, occupied or enjoyed, or accepted, reputed, taken or known as part or parcel of, or belonging to the same; and the reversion and reversions, remainder and remainders, rents, services, issues and profits of all and singular the said premises, with their appurtenances, and all the estate, right, title, interest, property, claim, challenge and demand whatsoever of him the said A. B. of, in and to the said capital messuage, manor, lands, tenements and premises, and of, in and to every part and parcel thereof, with their and every of their appurtenances; And all deeds, evidences and writings concerning the said premises only, or any part thereof, now in the hands, custody or possession of the said A. B. or which he may get or come by, without suit in law or in equity; together with true copies of all other deeds, evidences and writings concerning the said premises, or any part thereof, amongst other lands; the same copies to be made, written and taken at the proper costs and charges of the said C. B. his heirs or assigns: *To have and to hold* the said capital messuage, manor, lands, tenements, hereditaments, and all and singular other the premises hereby granted and confirmed, or mentioned or intended so to be, with their and every of their appurtenances, unto the said C. B. his heirs and assigns, to the only proper use and behoof of him the said C. B. his heirs and assigns for ever. And the said A. B. for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said C. B. his heirs and assigns by these presents, that he the said C. B. his heirs and assigns, shall and lawfully may from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy

enjoy the said capital messuage, manor, lands, tenements, hereditaments, and premisses hereby granted and confirmed, or mentioned or intended to be hereby granted and confirmed, with their and every of their appurtenances, free, clear, and fully discharged, or well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other gifts, grants, bargains, sales, jointures, feoffments, dowers, estates, entails, rents, rent-charges, arrearages of rents, statutes, judgments, recognisances, executions, statutes-merchant, and of the staple, exteats, and of, from and against all former and other titles, troubles, charges, and incumbrances whatsoever, had, done, or suffered or to be had, made, done, or suffered by him the said *A. B.* his heirs or assigns, or any other person or persons, lawfully claiming or to claim, by, from, or under him, them, or any of them. *In witness, &c.*

Note; Livery and seisin must be delivered on this grant. See *Livery and Seisin*.

A Grant of the Office of Clerk of the Peace.

TO all people to whom these presents shall come,
 I *John Duke and Marquis of, &c. custos rotulorum* of the county of, &c. send greeting. Whereas his present Majesty King — hath by his letters patent under the Great Seal of *Great Britain*, nominated and appointed me the said Duke of, &c. his Majesty's *custos rotulorum* of the said county of, &c. as by the said letters patent may appear; *Now know ye*, that I the said Duke of, &c. being fully informed and satisfied of the learning and experience of *A. B.* of, &c. Gent, in the laws of this realm, of his ability, prudence and integrity, and his being in all respects well qualified for the execution of clerk of the peace, in pursuance of the power and authority to me given by the said letters patent, or otherwise howsoever; and to the intent the said office of clerk of the peace may be well and duly executed by a person of
 E knowledge

knowledge and integrity, residing in the same county, *have* given and granted, and by these presents *do* give and grant unto the said *A. B.* the said office and clerkship of clerk of the peace of the county of, *etc* *aforsaid*; To have, hold, enjoy and execute the said office by him or his sufficient deputy, and take and receive the fees, perquisites, and profits thereof for so long time as he the said *A. B.* shall well and truly execute and demean himself in the said office. *Given* under my hand and seal, this ——— day of ——— in the ——— year of, *Ec.* and in the year of our Lord, *Ec.*

A Grant or Deputation of a Bishop's Register.

TO *All Christian People* to whom these presents shall come, I *A. B.* notary and principal register to the bishop of, *Ec.* and his successors, bishops of, *Ec.* in and through the whole diocese and jurisdiction of, *Ec.* and scribe, *Ec.* send greeting in our Lord God, everlastingly. *Know ye*, that I the said *A. B.* for diverse good causes and considerations me hereunto moving, *have* constituted and appointed, and by these presents *do* constitute and appoint *C. D.* of, *Ec.* to execute for me, and in my name, the *aforsaid* office of register and scribe to the *aforsaid* bishop of, *Ec.* To hold the same during the pleasure of me the said *A. B.* and do also hereby, during my said pleasure, order, direct and authorise him the said *C. D.* to receive and take to the use of me the said *A. B.* all the lawful fees, perquisites and profits belonging, or anywise appertaining or incident to the same; and also to do and execute all and every such other lawful act and acts, thing and things, pertaining to the office *aforsaid*, in as large and ample manner, to all intents and purposes, as I the said *A. B.* may, might, or can do. *In witness, &c.*

An Exchange of Lands for a Term of Years.

THIS indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, *witnesseth*, that the said *A. B.* hath given, granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said *C. D.* his executors, administrators and assigns, *All* that messuage or tenement, with the appurtenances, situate, &c. together, &c. [*See Leases for the general words to be used on a demise of houses.*] *To have and to hold* the said messuage or tenement and premises abovementioned, with the appurtenances, unto the said *C. D.* his executors, administrators, and assigns, from the ——— day of ——— last past, before the day of the date hereof, for and during, and unto the full end and term of ninety-nine years, from thence next ensuing, and fully to be complete and ended, if he the said *A. B.* and *C. D.* shall so long live, in exchange for one other messuage, &c. situate, &c. by the said *C. D.* granted to the said *A. B.* his executors, administrators and assigns, as herein after mentioned. *And this indenture further wittnesseth*, that the said *C. D.* in consideration of the said bargain and sale so made unto him the said *C. D.* by the said *A. B.* as aforesaid, hath given, granted, bargained, and sold, and by these presents doth grant, bargain and sell unto the said *A. B.* his executors, administrators and assigns, *All* that the said messuage or tenement, with the appurtenances last above mentioned, together, &c. [*See as before directed*] *To have and to hold* the said last mentioned messuage or tenement and premises, with the appurtenances, unto the said *A. B.* his executors, administrators and assigns, from the said ——— day of ——— last past, for and during, and unto the full end and term of ninety nine years, from thence next ensuing, and fully to be complete and ended, if he the said *C. D.* and *A. B.* shall so long live, in exchange for the said messuage, &c. first abovementioned to be granted by the said *A. B.* to the said

C. D. in exchange, as aforesaid. And the said A. B. for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said C. D. his executors, administrators and assigns, that he the said C. D. his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, during the said term hereby granted by the said A. B. as aforesaid, peaceably and quietly have, hold, occupy, possess, and enjoy the said messuage, &c. and other the premises first above mentioned, with the appurtenances, without the let, suit, trouble, hindrance, molestation, interruption, eviction or disturbance of him the said A. B. his executors or administrators, or any of them, or of or from any other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under him, them, or any of them. And the said C. D. for himself, &c. [*Here insert from C. D. to A. B. the like covenant with the last, as to the quiet enjoyment of the last mentioned messuage, &c. sold by him.*] Provided always, nevertheless, and these presents are upon this condition, and it is the true intent and meaning of the parties hereunto, that if it shall happen, that either of the said parties to these presents, their executors, administrators or assigns, shall at any time hereafter, during the said respective terms above granted, by colour or means of any former or other gift, grant, bargain or sale, or otherwise howsoever, to be outed or evicted of and from the possession of either of the said messuages or tenements, and other the premises, so respectively granted in exchange, as aforesaid, or any part thereof, then, and in such cases, these presents, and every matter and thing therein contained, shall be utterly void and of none effect, and then and therefore it shall and may be lawful to and for the party or parties so outed or evicted, into his or their said former messuage or tenement and premises, with all and singular the appurtenances to re-enter, and the same to have again, repossess and enjoy, as of his and their former estate or estates; any thing herein contained to the contrary thereof in anywise notwithstanding. In witness, &c.

Of Leases.

A Lease or demise is a deed in writing, whereby the enjoyment of a real thing for a fixed time, under a certain rent, or on other conditions is contracted for. The person granting the lease is called the *lessor*, and the tenant or person to whom it is granted, the *lessee*. *Co. Lit. 43.*

Leases are either for life or years; such as are for life, are called *freehold*, and require *livery and seisin*, which you may see under its proper head. Leases for years are termed *chattels*, *i. e.* a personal estate, which descends not to the heir of the deceased party; as in cases of estates of inheritance, but goes to his executors or administrators. A tenant in tail, who may be said to have only a life estate, may grant leases for three lives or twenty-one years, of lands commonly let to farm, under the accustomed rent, or more, provided the lease be indented and made to commence from its date; and bishops, &c. may do the same, in respect to their spiritual lands. *32 H. 8. c. 18.*

A Lease of Ground for building a House upon.

THIS indenture made the — day of — in the year of the reign of, &c. and in the year of our Lord, etc. between A. B. of, etc. of the one part, and C. D. of, etc. of the other part, witnesseth, that the said A. B. for and in consideration of the rent, covenants and agreements herein after mentioned and reserved, on the part and behalf of the said C. D. to be paid, done and performed. hath granted, demised, leased, set and to farm letten, and by these presents doth grant, demise, lease, set and to farm let unto the said C. D. his executors, administrators, and assigns, All that piece or parcel of ground, containing in length, twenty-five feet, and in breadth twenty feet, or thereabouts, lying and being in or near, etc. To have

and to hold the said piece or parcel of ground above-mentioned, unto the said C. D. his executors, administrators, and assigns from, *etc.* for and during the full end and term of, *etc.* from thence next ensuing, and fully to be complete and ended; yielding and paying therefore yearly and every year during the said term, unto the said A. B. his heirs or assigns, [*These words heirs or assigns are only to be used where the inheritance is in the lessor; for where he has only a temporary estate in the thing leased, you must, in the place of heirs, &c. use executors, administrators or assigns.*] the yearly rent or sum of, *etc.* of lawful money of Great Britain, on the two most usual feasts or days of payment of rent in the year, (that is to say) the feast of St. Michael the archangel, and the Annunciation of the Blessed Virgin Mary, by even and equal portions; the first payment thereof to begin and be made at or upon the feast day of St. Michael the archangel ensuing the date of these presents. *Provided* always, nevertheless, and it is the true intent and meaning of these presents, and of the parties hereunto, that if it shall happen that the said yearly rent of, &c. hereby reserved, or any part thereof, to be behind or unpaid, by the space of — days next over, or after either of the said feast days, whereon the same ought to be paid as aforesaid, (the same being first lawfully demanded), that then, and from thenceforth it shall and may be lawful to and for the said A. B. his executors, administrators or assigns, into and upon the said demised premises, and every or any part or parcel thereof, with the appurtenances, in the name of the whole, to re-enter, and the same to have again, repossess, and enjoy, as in his or their first and former estate or estates, and him the said C. D. his executors, administrators and assigns, and all and every other the occupiers or possessors of the said demised premises, from thence utterly to expel, remove, and put out; any thing in these presents contained to the contrary thereof in anywise notwithstanding. And the said C. D. for himself, his heirs, executors, and administrators, doth covenant, grant, and agree to and with

with the said A. B. his heirs and assigns, [*But thus, his executors, administrators and assigns, in case the lessor has only a temporary estate in what is leased,*] that he the said C. D. his executors, administrators or assigns, shall well and truly pay, or cause to be paid unto the said C. D. his heirs or assigns [*or executors, &c. as in the above observation,*] the aforesaid yearly rent of, &c. at the days and times, and in such manner and form as herein before is limited and appointed for the payment thereof, according to the intent and meaning of these presents; And that he the said C. D. his executors, administrators or assigns, shall and will on or before the feast-day of, &c. next ensuing the date hereof, at his or their own proper costs and charges, in all things, make, erect, set up and finish, or cause or procure to be made, erected, set up and finished, upon the said piece or parcel of ground herein before mentioned and demised, one good and substantial house of brick, of three stories high, besides the garrets, the lower story whereof to be ten feet high at the least, the next story over that to be likewise ten feet high at the least, the third story to be eight feet high at the least, and the garrets to be six feet high at the least; and shall and will make, or cause to be made to every room thereof (the garrets excepted) two handsome sash-windows of good carpenter's or joiner's work, each of them six feet high, and four feet broad at the least, and shall and will well and sufficiently sash and glaze the same with good Crown glass, and shall and will ciel all the floors over head with lime and hair, without any loam, and make convenient dormer-windows to all the garrets, and tile over all the said building with———tiles, and lay the tiles with lime and sand; and shall and will make convenient doors, with hooks, hinges, locks and keys to all the rooms of the said building, and floor with inch-board all the floors, and nail them with eight penny nails; and make convenient chimnies with brick, lime and sand, and free stone hearths, and one convenient cellar throughout all the said building, to be paved with brick, and a vault of brick for a privy, such vault

to be continued and carried up with a leaden pipe into the garret; and shall pave with stone the street on both sides the said building. And that he the said C. D. his executors, administrators or assigns, shall and will from time to time, and at all times during the said term of ——— years, well and sufficiently repair, uphold, support, maintain, sustain, amend, and keep the said building and tenement so erected and finished, in, by and with all manner of needful and necessary reparations whatsoever; and the same being in and by all things so well and sufficiently repaired, upheld and kept in good and sufficient repair, shall and will, at the end or other sooner determination of the said term of, &c. hereby granted, peaceably and quietly leave, surrender and yield up unto the said A. B. his heirs or assigns [or executors, &c. *as observed before,*] together with all and every the doors, windows, window-shutters, locks, keys, bolts, staples, latches, hooks, hinges, wainscots, cisterns, pipes, pumps, conduits, dressers, tables, shelves, hearths, grates, stoves, chimnies, chimney pieces, sashes and glasses, of and belonging to the same. And the said C. D. doth hereby further covenant, grant and agree, that neither he the said C. D. his executors or administrators, nor any other person or persons, on his or their account, shall or will, at any time during the said term hereby granted, sell or retail any beer, ale, or other liquors whatsoever, nor keep any victualling or other such publick house of entertainment, within the said building or tenement so to be erected as aforesaid, nor use, permit or suffer the trade of a tallow chandler, or other such like offensive trade to be carried on therein, without the licence of the said A. B. his heirs or assigns [or executors, &c. *as above,*] first had and obtained in writing. Provided also nevertheless, and it is further covenanted and agreed by and between the said parties to these presents, that if the said C. D. his, &c. do not before the feast day of, &c. aforesaid, at his and their own costs and charges, make, erect, set up and finish the said house, building, or tenement, in all things as the said C. D. hath before covenanted and agreed

agreed to do; That then and from thenceforth this present lease or demise, and every thing therein contained shall cease, be void and of no effect; and the estate hereby granted to the said C. D. his executors, administrators and assigns, shall cease and determine to all intents, constructions and purposes whatsoever; any thing herein contained to the contrary thereof in anywise notwithstanding. And the said A. B. doth for himself, his heirs, executors and administrators, covenant, grant and agree to and with the C. D. his executors, administrators and assigns, that he the said C. D. his executors, administrators and assigns, paying the rent and performing all and singular the covenants and agreements before, in and by these presents comprised, reserved and contained, on his or their part and behalf, to be paid, done, performed and kept, shall and lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said piece or parcel of ground herein before granted and demised, together with the said house, building or tenement to be thereon erected and built, as aforesaid, with the appurtenances, for and during the said term of, &c. herein before granted, without the lawful let, suit, trouble, molestation, eviction, expulsion or interruption, of or by him the said A. B. his heirs or assigns, [or executors, &c. as before] or of or by any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under him, them, or any of them, or by or with their, or any of their privy, assent, consent or procurement. [In case the lessor holds the premises on lease, then add the following clause, viz.] And that well and sufficiently saved harmless and kept indemnified of and from the rent and covenants reserved and contained in the original indenture of lease, under which the said A. B. holds the said demised premises for a longer term than is hereby letten. In witness, &c.

*A Lease of a House in London, with Goods
therein*

THIS indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, *witnessth*, that the said A. B. for and in consideration of the rent, covenants and agreements hereafter in and by these presents mentioned, reserved and contained, on the part and behalf of the said C. D. his executors, administrators and assigns, to be paid, observed, done and performed, *hath* granted, demised, leased, set and to farm letten, and by these presents doth lease, set and to farm let unto the said C. D. his executors, administrators and assigns, *All* that brick-house, messuage or tenement, with all and singular its appurtenances, situate, standing and being in a certain street or place called, or commonly known by the name of _____ in the parish of, &c. in the city of London, [*If in the suburbs, write in the county of Middlesex*] containing in depth on the north side _____, &c. [*Here describe the bounds, according to the measure thereof*] butting east upon _____ street aforesaid, west upon a messuage or tenement, now or late in the tenure or occupation of _____, north upon _____, and south upon _____, together with all and singular cellars, solars, chambers, rooms, garrets, lights, ways, paths, passages, water courses, easements, profits, commodities and appurtenances whatsoever to the said brick house, messuage or tenement and premises belonging or in anywise appertaining, and therewith heretofore held, used, occupied and enjoyed by _____, late occupier thereof [*If furniture be let with the house, then proceed thus, viz. together also with the goods, household stuff and furniture, in the schedule or inventory hereto annexed, if it be tacked to the back part of the lease; but if to the fore part thereof, which is most usual, then say prefixed, mentioned*]: To have and to hold the said brick house, messuage or tenement, and all and singular other the premises herein before granted

granted and demised, or mentioned or intended so to be, with the appurtenances, unto the said C. D. his executors, administrators and assigns, from the feast-day of, &c. next ensuing the day of the date of these presents, for and during, and until the full end and term of, &c. from thence next ensuing, and fully to be complete and ended; yielding and paying therefore yearly and every year, during the said term, unto the said A. B. his executors, administrators or assigns, [*In case the lessor hath an inheritance in the premises, then instead of executors, &c. write his heirs or assigns*] the yearly rent of, &c. of lawful money of Great Britain, at the four most usual feasts or days of payment of rent in the year, (that is to say) the annunciation of the Blessed Virgin Mary, the nativity of St. John the Baptist, the feast of St. Michael the Archangel, and the nativity of our Lord Christ, in every year, by even and equal portions. The first payment thereof to begin and be made at or upon the feast-day of the annunciation of the Blessed Virgin, next ensuing the date of these presents. *Provided* always nevertheless, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if it shall happen that the said yearly rent of, &c. hereby reserved, or any part thereof, to be behind and unpaid, by the space of, &c. next over or after any of the said feast days, whereon the same ought to be paid, as aforesaid, (the same being first lawfully demanded) that then and from thenceforth, it shall and may be lawful to and for the said A. B. his, &c. into and upon the said demised premises, and every or any part or parcel thereof, with their appurtenances, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, as in his or their first or former estate or estates; and him the said C. D. his executors, administrators and assigns, and all and every other the occupier or occupiers of the said demised premises, from thence utterly to expel, remove and put out; any thing in these presents contained to the contrary thereof in anywise notwithstanding. And the said C. D. &c. [*Here insert a covenant for pay-*

ment of rent, as in the preceding lease]. And that the said C. D. his executors, administrators and assigns, shall and will from time to time, and at all times hereafter, during the said term of, &c. herein before granted, at his and their own proper costs and charges, well and sufficiently repair, uphold, support, maintain, sustain, amend and keep the said demised premises, with their and every of their appurtenances, and also the glass windows, pavements, privies, sinks, gutters, and wydraughts belonging to the same, in, by and with all manner of needful and necessary reparations and amendments whatsoever, when and as often as the same shall require, (damages by fire not beginning in the premises, only excepted) and the same premises, with all and singular their appurtenances, being in and by all things so well and sufficiently repaired, upheld, supported, sustained and kept, (except as before excepted) at the end, expiration, or other sooner determination of the said term of, &c. hereby granted, shall and will quietly and peaceably leave, surrender and yield up unto the said A. B. his, &c. together with the said goods, household-stuff and furniture, the use whereof is herein before granted, as aforesaid, [if any such there be] and also all and every the doors, locks, keys, bolts, staples, latches, hooks, hinges, wainscots, cisterns, pipes, pumps, conduits, dressers, tables, shelves, hearths, grates, stoves, chimnies, chimneypieces, sashes and glass of and belonging to the same premises, particularly comprised, expressed and mentioned in the said schedule or inventory hereunto prefixed, [but annexed, if the schedule be to be fixed to the back part of the lease] in good and sufficient repair and condition, (reasonable use and wearing thereof, and damage by fire, as aforesaid, only excepted); And that it shall and may be lawful to and for the said A. B. his, &c. and all and every other person and persons having interest in the premises, with workmen and others in their, every or any of their company or companies, or without, twice or oftener every year, during the said term, at convenient times in the day-time, to enter and come into and upon the said demised premises,

premises, and every part and parcel thereof, there to view, search, and see the state and condition of the reparations of the said premises, and of all defects, decays and wants of reparations then and there found, to give or leave notice in writing or otherwise, to and for the said C. D. his executors, administrators or assigns, for the repairing and amending of the same within the space of — months, then next following. In which said space or time of, &c. after every or any such notice or warning so left, as aforesaid, he the said C. D. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said A. B. his, &c. well and sufficiently to repair and amend the decays, defects, and want of reparations so to be found, as aforesaid, (except as is before excepted); And also, that he the said C. D. his executors, administrators and assigns, shall and will from time to time, and at all times hereafter, during the said term hereby granted, bear, pay and discharge all taxes, charges, impositions and parish duties which shall be taxed, charged, imposed or assessed upon the said messuage or tenement or premises or any part thereof, (the King's cess or land-tax only excepted). And the said A. B. for himself, &c. [Here insert a covenant for a quiet enjoyment, as penned in the former lease]. In witness, &c.

The Form of a schedule to be prefixed to the last lease.

THE schedule or inventory to which the indenture of demise hereto annexed refers:
First. In the parlour, one, &c.
 In the dining room up one pair of stairs, &c.
 In the best chamber up two pair of stairs, &c.
 In, &c. [Thus go on particularly through all the rest of the premises.]

A Lease of Lands from two to one.

THIS indenture, made, &c. between A. B. of, &c. and C. D. of, &c. of the one part, and E. F. of the other part, *witnesstb*, that the said A. B. and C. D. for and in consideration of the rent, covenants and agreements herein after mentioned, reserved and contained on the part and behalf of the said C. D. his executors, administrators and assigns, to be paid, done and performed, *have*, and each of them *hath* granted, demised, leased, set and to farm letten, and by these presents *do*, and each of them *doth* grant, demise, lease, set and to farm let unto the said E. F. his executors, administrators and assigns, *All* that piece or parcel of arable land called, &c. containing, &c. and also four closes of pasture ground lying and being in, &c. [*Here particularly describe the premisses*] with all and singular the appurtenances thereunto belonging (except and always excepted out of this present demise or lease, all timber trees standing or growing in or upon the said demised premisses, or any part thereof, and also the ways through the same to the other lands, at present belonging or appertaining to the said A. B. and C. D. (or either of them); *To have and to hold* all and singular the said demised premisses, with their and every of their appurtenances (except as is before excepted) unto the said E. F. his executors, administrators and assigns, from the feast day of, &c. for and during, and unto the full end and term of one and twenty years from thence next ensuing and fully to be complete and ended; *yielding, &c.* [*Here insert the rent reserved and the days of payment, according to the method prescribed in the two former leases*]. *Provided* always nevertheless, &c. [*Here insert, as in the other leases, the proviso for re-entry on nonpayment of rent, and likewise the covenant for payment.*] *And* also that he the said E. F. his executors, &c. shall and will from time to time, and at all times during the said term hereby granted, at his and their own proper costs and charges,

charges, well and sufficiently repair, amend, fence and keep all the hedges, gates, posts, bars, rails, bridges, pounds and pales, of and belonging to the said demised premises, and scower and cleanse the ditches and water courses appertaining to the same, and maintain and keep the quick frith and fences in a good and husband-like manner; *And the said premises hereby demised, with the said hedges, gates, posts, bars, rails, bridges, pounds and pales sufficiently repaired and kept, ditches and water courses cleansed and scowered, inclosures maintained, and quick frith preserved, at the end, or other sooner determination of this present demise or lease, unto the said A. B. and C. D., or the one of them, their or the one of their heirs or assigns, [If the lessors have only a temporary estate in the premises, then say, executors, &c. as directed in the first lease] shall and will leave, surrender and yield up; And that the said E. F. his executors, administrators or assigns, shall not at any time or times during the said term, break up, plough, sow, or convert into tillage, any of the lands hereby demised, or have at any time any corn or grain growing, standing or being, on any part thereof, under the penalty of ——— pounds of lawful money of Great Britain yearly, for every acre so broken up, ploughed, sowed or converted into tillage, or having corn or grain growing, standing, or being thereon, contrary to the true intent and meaning of these presents, over and above the yearly rent hereby reserved, as aforesaid; the said penalty of ——— pounds a year to be paid at the feast of, &c. next and immediately after such ploughing or sowing, or having corn or grain growing or being as aforesaid; And further that he the said E. F. his executors, administrators or assigns, shall not, or will not carry off or from the said demised premises, or any part thereof, any hay, straw, grass, dung, soil or compost there made, or thereon arising, during the said term; but the same shall fodder, spread, use, and employ on the said premises, or some part thereof, on pain of forfeiting twenty shillings of like lawful money for every load so carried off or from the said demised premises, as aforesaid; And that he the*
said

said E. F. his executors, administrators and assigns, shall and will permit and suffer the said A. B. and C. D. or the one of them, their, or the one of their agents, heirs or assigns [Or executors, &c. as above *or served*] from time to time, and at all times during the said term hereby granted, to enter upon and view the state and condition of the said demised premises. And the said A. B. and C. D. for themselves, and either of them, their, and either of their heirs, executors and administrators, &c. [*Here insert the covenant for quiet enjoyment, as in the preceding leases.*]

Of Distress for Rent.

WHERE rent is behind and in arrear, the tenant's goods or chattels may be distrained; and if he does not within five days next after the distress taken, and notice thereof, with the cause of such takings, left at the most notorious place upon the premises charged with the rent, replevy the same with sufficient security to be given to the sheriff, then after the expiration of the said five days, the party distraining may, with the sheriff, under sheriff, or the constable, &c. cause the goods and chattels distrained, to be appraised by two sworn appraisers, whom such sheriff, &c. is empowered to swear, and after appraisement so made, may sell the things distrained for the best price they can get, leaving the overplus, if any, after deducting for the rent due, together with the charges of the distress, appraisement and sale, in the hands of the sheriff, &c. for the owner's use.

The form of a letter of attorney for making a distress, see under the title Letters of Attorney.

The Form of the Appraiser's Oath.

YOU shall swear that you will faithfully appraise and value the goods now taken in distress, and mentioned in the inventory to you shewn, as between buyer and seller, according to the best of your skill and understanding: You shall not through partiality, interest, or otherwise, over or under estimate the said goods, but impartially do your duties herein.

So help you God.

N. B. If the appraisers value goods distrained too high, they shall be obliged to take them at the appraised price. Stat. *Aston Barnet*, 13 Ed. I. 2 *Shew. Rep.* 87.

ment to made, may tell the things distrained for the self price they can get, leaving the overplus, if any, after deducting for the rent due, together with the charges of the distress, appraisement and sale, in the hands of the sheriff, &c. for the owner's use.

The Form of the Inventory to be taken on making a distress.

AN inventory of the several goods, household-stuff and furniture that were seised and distrained by C. D. in the house of A. B. in *Downing Street, Westminster*, by an authority of M. F. to him for that purpose given, [*If the distress be made by the landlord himself, then leave out by an authority, &c.*] for ——— pounds, for one quarter's rent due at *Midsummer* last, to him the said M. F. which goods were seised and distrained the ——— day of ——— instant, for the use of the said M. F. for the rent so due to him, as aforesaid.

	<i>In the Brewhouse.</i>	l.	s.	d.
One copper	—————	15	14	0

	<i>In the room forward.</i>			
A pair of iron grates and crane	—————	0	19	0
A large oval table and six leather chairs	—————			

The appraiser must here set down the sum total, and at the bottom of the inventory write thus, viz.

Witness our hands this ——— day of ———, in the year of our Lord one thousand seven hundred and forty.

Valued in all at ——— pounds ——— shillings and ——— pence,

J. D. }
E. D. } Sworn Appraisers.

D. A. Constable.

A Notice

A Notice to the Tenant of a Distress made.

Mr. A. B.

THIS is to inform you, that by the authority of your landlord M. F. I have this ——— day of ——— in the year of our LORD one thousand seven hundred and seventy-two, distrained, [*If the landlord seized, then say, that I this ——— day, &c.* upon part of your goods in your house in *Downing Street, Westminster*, for ——— pounds for a quarter's rent due at *Midsummer* last] and have taken an inventory thereof, and locked the same in your room up two pair of stairs backwards, [*Or what other particular places they are secured in*] and if you do not pay the rent due, or replevy the goods mentioned in the inventory, I shall in five days time, according to the directions of the act of parliament in that case made and provided, make sale thereof; of which take notice from

Your friend,

To Mr. A. B.

[*Here let the person that seized subscribe his name.*]

Witness that a copy hereof was this day delivered to Mrs. C. B. wife of the above named A. B. by

E. D.

Note; It is proper for the landlord to keep one copy of the above notice, subscribed as above by the person that served it.

If a distress and sale be made, where no rent is due, the owner of the goods may recover double the value of the goods distrained, &c. with costs of suit. See 2 *W. and M. ss.* 2. c. 5.

Goods taken in execution are not to be carried off the premises, unless the landlord's rent not exceeding a year, be first paid. See 8 *Ann.* c. 7.

By

By the late act 11 Geo. 2. c. 19. landlords may distrain goods fraudulently carried off the premises, within thirty days after removal, and sell them in the same manner as if found thereon, provided they be not before actually sold for a valuable consideration to a person not privy to the fraud.

Tenants, or others for them, carrying off or concealing goods to the prejudice of the landlord, forfeit to him double the value of the rent due, to be recovered by action of debt in the court of record at *Westminster*, &c. If the goods do not exceed the value of 50*l.* the landlord may have recourse to two justices, who are empowered by warrant to levy double the value of the goods carried off, by distress and sale of the offender's goods; and for want of sufficient distress, may commit the offenders to the house of correction, there to be kept to hard labour for six months, unless such forfeiture be sooner paid.

Note ; An appeal here lies to the quarter sessions.

A landlord, with the assistance of a constable, or other peace officer, having first made oath before a justice, as to the house, &c. where he suspects goods carried off are concealed, may break open such house, &c. and there seize. They may likewise distrain any cattle or flock of the tenants, that shall be depasturing upon any place near the premises; as also seize all sorts of corn, grass, hops, roots or other product whatsoever, growing on any part of the premises, let, and dispose of the same.

Notice of distress made must be given to the tenant; or left at the last place of his abode, within one week after the same is made.

Distresses made on the premises may be secured in the most convenient part thereof; and if any pound-breach or rescous be made of any thing distrained for rent, and impounded, the offenders or owners of the goods seized, shall be liable to treble damages, with costs.

We come now to speak something in relation to tenants holding over lands, &c. after their terms therein are expired, &c.

By

By 14 Geo. 2. c. 28. Tenants for life or years, or sub tenants holding over the premises, let them, after the determination of their terms, and notice given to deliver up possession, are to pay the landlord, or the person intitled in reversion, double the yearly value. Upon one half year's rent in arrear, the landlord intitled to a re-entry, may serve a declaration in ejectment, and recover judgment.

By the aforesaid act, 11 Geo 2. attainments of tenants to strangers, except made in pursuance of some judgment or decree in law or equity, are void.

Tenants secreting declarations in ejectments delivered, forfeit the value of three years improved or rack-rent, to be recovered in the courts of record at Westminster, &c.

A landlord may make himself defendant to a declaration in ejectment, by joining with his tenant, and may likewise, where the agreement is not by deed, recover reasonable satisfaction for the premises held by the tenant, in an action on the case. In like manner rent may be recovered from under-tenants by executors, &c. of deceased tenants for life, whether they die on the day, when the whole becomes due, or not; and if not, a proportionable part of the rent growing due at the time of his decease, is to be recovered.

If tenants at rack rent, or where the rent reserved shall be three-fourths of the yearly value of the lands, &c. let, shall be one year in arrear, and desert the premises, and leave the same uncultivated, or unoccupied, so as no distress can be had to answer the arrears, two justices, at the request of the landlord, may view the premises, and affix on the most notorious part thereof, notice in writing, what day, at the distance of fourteen, they design to take a second view; and if on a second view taken, the tenant, or some other on his behalf, does not appear to pay the rent due, then the said justices to put the landlord into possession, and the lease, in such case, from thenceforth becomes void. Proceedings in this point are afterwards determinable in a summary way by the justices of the

the county, and in town by the Judges of the court of King's Bench or Common Pleas.

Tenants holding premisses after the time they notify to quit them, are to pay double rent for that time. Distresses for rent due are not to be deemed unlawful, on account of any irregular step taken in making them; and tenants are not to recover for any irregularity done, if tender of amends be made before action brought.

Defendants in replevin need only avow that the tenant held the premisses at a certain rent, &c. without further setting forth the landlord's title; and if the plaintiff be non suited, or discontinue his action, &c. the defendant is to recover double costs.

Officers granting replevins, are to take from the plaintiff and two sureties, a bond in double the value of the goods seized, to be ascertained by the oath of some disinterested person, and conditioned for prosecuting the suit with effect, &c. the said bond to be assigned over to the defendant, &c.

Before we quit the head *Leases*, it will be proper to observe, that an attorney appointed to make leases, must not do them in his own name, but in the name of the person that authorised him. 2 Lord Raym. 1418 Stra. 705.

The Form of a Lease from a Person authorised by Letter of Attorney.

THIS indenture made, etc. between A. B. of, etc. and C. D. of, etc. of the one part, [A. B. is the proprietor of the land, and C. D. is the attorney appointed] and E. F. of the other part. Whereas the said A. B. by a certain writing or letter of attorney under his hand and seal duly executed, dated the — day of — amongst other things therein contained, did authorise the said C. D. in the name of him the said A. B. and on his behalf, to execute leases of such part of his lands, tenements and hereditaments in — as by the said C. D. shall be thought fit to be leased; Now this indenture witnesseth, That for and in consideration

sideration of the rent, covenants and agreements herein after mentioned, reserved and contained, on the part and behalf of the said *E. F.* to be paid, done and performed, he the said *A. B.* by his said attorney *C. D.* hath granted, demised, &c. [*Here go on as in the precedents before laid down for other leases, until the lessor comes to covenant, and then begin thus,*] And the said *A. B.* by his said attorney, for himself, etc. [*Here insert a covenant for quiet enjoyment*]. In witness, etc.

Of Mortgages of Estates.

A Mortgage is a pledge or pawn of lands, etc. on account of money borrowed, or for some debt otherwise contracted, and is most usually made by way of lease for a long term of years, by assignment of some temporary interest, or by lease and release in fee, that is to say, made as an estate of inheritance to the person it is pledged to, who is called the mortgagee, whilst on the other hand the pledger is termed the mortgagor. It is an instrument or deed made on condition, that until failure in payment of principal and interest due, the mortgagor is to possess and enjoy the lands, &c. mortgaged; and though failure be made, he and his representatives have a right to redeem the mortgage, which in law is termed the equity of redemption. *Lit.* 332.

Where there are mortgages for a term of years of estates intended to be sold, assignments of those terms are to be made in trust for the purchaser, by indenture of three parts, commonly called Tripartite, wherein the mortgagee is to be of the first part, the mortgagor and his heir, (*if he have any of age*) of the second part, and the purchaser and his trustees of the third part, reciting the mortgages and assigning them in trust to attend the freehold.

See the form of this assignment, under the title
Assignments.

the county, and in town by the Judges of the court of King's Bench or Common Pleas.

Tenants holding premisses after the time they notify to quit them, are to pay double rent for that time. Distresses for rent due are not to be deemed unlawful, on account of any irregular step taken in making them; and tenants are not to recover for any irregularity done, if tender of amends be made before action brought.

Defendants in replevin need only avow that the tenant held the premisses at a certain rent, &c. without further setting forth the landlord's title; and if the plaintiff be non suited, or discontinue his action, &c. the defendant is to recover double costs.

Officers granting replevins, are to take from the plaintiff and two sureties, a bond in double the value of the goods seized, to be ascertained by the oath of some disinterested person, and conditioned for prosecuting the suit with effect, &c. the said bond to be assigned over to the defendant, &c.

Before we quit the head *Leases*, it will be proper to observe, that an attorney appointed to make leases, must not do them in his own name, but in the name of the person that authorised him. 2 Lord Raym. 1418 Stra. 705.

The Form of a Lease from a Person authorised by Letter of Attorney.

THIS indenture made, etc. between A. B. of, etc. and C. D. of, etc. of the one part, [A. B. is the proprietor of the land, and C. D. is the attorney appointed] and E. F. of the other part. Whereas the said A. B. by a certain writing or letter of attorney under his hand and seal duly executed, dated the — day of — amongst other things therein contained, did authorise the said C. D. in the name of him the said A. B. and on his behalf, to execute leases of such part of his lands, tenements and hereditaments in — as by the said C. D. shall be thought fit to be leased; Now this indenture witnesseth, That for and in consideration

sideration of the rent, covenants and agreements herein after mentioned, reserved and contained, on the part and behalf of the said *E. F.* to be paid, done and performed, he the said *A. B.* by his said attorney *C. D.* hath granted, demised, &c. [*Here go on as in the precedents before laid down for other leases, until the lessor comes to covenant, and then begin thus,*] And the said *A. B.* by his said attorney, for himself, etc. [*Here insert a covenant for quiet enjoyment*]. In witness, etc.

Of Mortgages of Estates.

A Mortgage is a pledge or pawn of lands, etc. on account of money borrowed, or for some debt otherwise contracted, and is most usually made by way of lease for a long term of years, by assignment of some temporary interest, or by lease and release in fee, that is to say, made as an estate of inheritance to the person it is pledged to, who is called the mortgagee, whilst on the other hand the pledger is termed the mortgagor. It is an instrument or deed made on condition, that until failure in payment of principal and interest due, the mortgagor is to possess and enjoy the lands, &c. mortgaged; and though failure be made, he and his representatives have a right to redeem the mortgage, which in law is termed the equity of redemption. *Lit.* 332.

Where there are mortgages for a term of years of estates intended to be sold, assignments of those terms are to be made in trust for the purchaser, by indenture of three parts, commonly called Tripartite, wherein the mortgagee is to be of the first part, the mortgagor and his heir, (*if he have any of age*) of the second part, and the purchaser and his trustees of the third part, reciting the mortgages and assigning them in trust to attend the freehold.

See the form of this assignment, under the title
Assignments.

A Mortgage of a Messuage, &c. for a Term of Years.

THIS indenture made the — day of — in the — year of the reign of — and the year of our LORD —, between *A. B.* of, *etc.* of the one part, and *C. D.* of *etc.* of the other part, *witnessth*, that the said *A. B.* for and in consideration of the sum of — of lawful money of *Great Britain*, to him in hand paid by the said *C. D.* at or before the sealing or delivery of these presents, the receipt whereof he the said *A. B.* doth hereby acknowledge, *both* granted, bargained and sold, and by these presents *doth* grant bargain and sell unto the said *C. D.* his executors, administrators and assigns, *All* that messuage, *etc.* [*Here describe the premisses after the manner before described in leases*] And also the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premisses, and of every part and parcel thereof, with the appurtenances; *To have and to hold* the said messuage, *etc.* and premisses abovementioned, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his executors, administrators and assigns, from the day before the day of the date of these presents, for and during, and unto the full end and term of five hundred years from thence next ensuing and fully to be complete and ended; yielding and paying therefore yearly during the said term, at or upon the feast day of — one pepper corn, if demanded: *Provided*, and these presents are upon this condition, and it is the true intent and meaning hereof, and of the said parties hereunto, that if the said *A. B.* his heirs or assigns, do and shall well and truly pay, or cause to be paid, unto the said *C. D.* his executors, administrators or assigns, the full sum of — of lawful money of *Great Britain*, with legal interest for the same, on or before the — day of — next ensuing the day of the date hereof, without any deduction, defalcation or abatement whatsoever, for, or by reason

son of any taxes, assessments or impositions whatsoever, either ordinary or extraordinary, already imposed or hereafter to be imposed on the said premises, or any part thereof, that then and from thenceforth these presents, and every matter and thing herein contained, shall cease, determine, and be utterly null and void to all intents and purposes; any thing herein contained to the contrary thereof in anywise notwithstanding. And the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to and with the said *C. D.* his executors, administrators, and assigns, that he the said *A. B.* his heirs, executors, or administrators, shall and will well and truly pay, or cause to be paid unto the said *C. D.* his executors, administrators or assigns, the said sum of, £*s.* with legal interest for the same, on or before the said — day of — next, without any deduction, as aforesaid, according to the true intent and meaning of these presents; And also, that he the said *C. D.* his executors, administrators and assigns, shall and may at all times, after default shall be made in payment of the said sum of, £*s.* and interest, or any part thereof, at the time herein before limited for payment thereof, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. and other the premises above granted, bargained and sold, or mentioned or intended so to be, with the appurtenances, as aforesaid, for and during all the rest, residue and remainder of the said term of five hundred years, which shall be then to come and unexpired, without the let, suit, hindrance, molestation, interruption or eviction of him the said *A. B.* his heirs and assigns, or of any other person or persons whatsoever, lawfully claiming or to claim by, from, or under him, them, or any of them: And further, that he the said *A. B.* and his heirs, and all and every other person and persons having or lawfully claiming any right, title or interest, in or to the said premises, or any part or parcel thereof, by, from, or under him or them, shall and will, after default shall be made in payment of the said sum, &c. and in-

terest, or any part thereof, as aforesaid, make, do, and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances, device and devices in the law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said premises, with the appurtenances above bargained and sold, or mentioned, or intended so to be, unto the said C. D. his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of five hundred years above granted, as by the said C. D. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required. *And lastly*, it is covenanted, granted, concluded, and agreed upon, by and between the said parties to these presents, and the true intent and meaning hereof is, and it is hereby declared so to be, that until default shall be made in payment of the said sum of, £c. and interest, or any part thereof, as aforesaid, it shall and may be lawful to and for the said A. B. his heirs and assigns, to have, hold, and enjoy all and singular the said premises, with the appurtenances above bargained and sold, in manner aforesaid, and receive and take the rents, issues and profits thereof, to his and their own proper use and benefit; any thing herein contained to the contrary thereof in anywise notwithstanding. *In witness, &c.*
Scaled, &c.

Note ; It is proper to indorse on the back of the above deed a receipt for the money lent.

A Mortgage in Fee for securing a Debt on Bond.

THIS indenture made, £c. between A. B. of, etc. of the one part, and C. D. of, etc. of the other part. *Whereas* the said A. B. by his bond or obligation duly executed, bearing date the — day of — in

in the ——— year of the reign of ——— and in the year of our Lord ——— stands bound to the said C. D. his executors, administrators, and assigns, in the penal sum of ——— of lawful money of *Great Britain*, with a condition there under-written, for the payment of the said sum of ——— of like lawful money, with legal interest for the same, on or before the ——— day of ——— next ensuing the date of these presents, as by the said bond and condition may more fully appear: *Now this indenture witnesseth*, That the said A. B. in consideration of the said debt or sum of ——— owing to the said C. D. as aforesaid, and for the better securing the payment thereof, with interest to the said C. D. his executors, administrators or assigns, according to the condition of the said bond; and also in consideration of the further sum of five shillings to him the said A. B. by the said C. D. in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, *both* granted, bargained, sold, released, and confirmed, and by these presents *doth* grant, bargain, sell, release and confirm unto the said C. D. (in his actual possession now being, by virtue of an indenture of bargain and sale to him thereof made for one whole year, by indenture bearing date the day before the day of the date of these presents, and by force of the Statute made for transferring uses into possession) and his heirs and assigns, *All* that messuage, tenement, or farm-house, situate, lying and being in ——— in the county of ———, as also three closes, pieces, or parcels of ground thereunto adjoining, respectively called or known by the names of, *etc.* together with all gardens, stables, yards, backfides, ways, paths, passages, houses, outhouses, cottages, hereditaments and appurtenances whatsoever, to the said messuage, tenement, or farm-house, and pieces or parcels of ground belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises abovementioned, and every part and parcel thereof; and also all the estate, right, title, interest, claim, challenge and demand whatsoever, of

him the said *A. B.* in, to or out of the same, or any part or parcel thereof; and all deeds evidences and writings touching or concerning the said premises above-mentioned, or any part thereof; *To have* and to hold the said messuage, tenement, or farm-house, closes, pieces or parcels of ground, and all and singular other the premises hereby granted, released and confirmed, or mentioned or intended so to be, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his heirs and assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. Provided always, nevertheless, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said *A. B.* his heirs or assigns, do and shall well and truly pay, or cause to be paid, unto the said *C. D.* his executors, administrators or assigns, the said full sum of, *etc.* of lawful money of *Great Britain*, with legal interest for the same, on or before, *etc.* next ensuing the day of the date of these presents, according to the condition of the above in part recited bond or obligation, without any deduction, defalcation or abatement whatsoever, for, by reason or means of any manner of taxes, rates, duties, assessments, impositions or charges whatsoever, ordinary or extraordinary, laid, rated, assessed, or imposed, or to be laid, rated, assessed, or imposed, by authority of parliament, or otherwise howsoever; then and from thenceforth these presents, and every matter and thing therein contained, shall cease and be utterly null and void; any thing herein contained to the contrary thereof, in anywise notwithstanding. *And* the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *C. D.* his executors, administrators, and assigns, in manner and form following, (that is to say) that he the said *A. B.* his executors or administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said *C. D.* his executors, administrators or assigns, the said sum of, *£c.* with legal interest,

terest, as aforesaid, on the day herein before limited for payment thereof, without any deduction, defalcation or abatement whatsoever, as aforesaid; And that the said granted and released premises, now are and be, and at all times from and after default shall happen to be made of or in payment of the said sum of, £*sc.* and interest aforesaid, or any part thereof, shall for ever be, remain and continue free and clear, and freely and clearly acquitted and discharged of and from all manner of former and other gifts, grants, mortgages, judgments, titles, troubles, charges or incumbrances whatsoever, heretofore made, committed, done or suffered by him the said *A. B.* And that the said *C. D.* his heirs and assigns shall and may from time to time, and at all times after any such default shall happen to be made in payment of the said sum of, £*sc.* and interest as aforesaid, or any part thereof, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said premises, with the appurtenances, and every part and parcel thereof, without the let, suit, trouble, hindrance, molestation, interruption or disturbance of him the said *A. B.* his heirs or assigns, or of any other person or persons, lawfully claiming, or to claim by, from, or under him, them, or any of them; and further, that he the said *A. B.* his heirs and assigns, and all and every other person and persons having or lawfully claiming any estate, right, title, or interest of or in the said hereby granted and released premises, or any part thereof, shall and will at any time or times after such default made in payment, as aforesaid, make, do, acknowledge, levy, suffer and execute all and such further and other acts, matters, things, devices and assurances in the law whatsoever, for the further and better conveying and assuring of all and singular the premises, with the appurtenances hereby granted unto him the said *C. D.* his heirs and assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, absolutely freed and discharged of and from the proviso or condition herein before contained, and of and from all equity of redemption by virtue or colour thereof, ac-

according to the true intent and meaning of these presents, as by the said C. D. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required. *And lastly*, it is covenanted and agreed upon by and between both the said parties to these presents, and it is hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that until default shall be made in payment of the said sum of, &c. and legal interest for the same, as aforesaid, according to the time above limited for payment thereof, it shall and may be lawful to and for the said A. B. his heirs and assigns, peaceably and quietly to have, hold, occupy, possess and enjoy all and singular the said premises above granted and released, and every part thereof, with the appurtenances, and to have, receive, and take the rents, issues and profits thereof, to his and their own particular use and benefit; any thing herein contained to the contrary thereof in anywise notwithstanding. *In witness, &c.*

See the form of a bargain and sale, on which the above deed is grounded, under the title *Conveyance*.

A Schedule of Writings to be annexed to a Mortgage.

A Schedule of Writings in the Hands of A. B. which are to be redelivered when the Monies secured by the Indentures, whereunto this Schedule is annexed, are paid.

22 & 23 Sep
temb. Ann. 3.
Jac. 1. **O**NE indenture of lease, and another of release of that date, the release made between ——— purporting a conveyance of several messuages, &c. ——— in ——— from the said A. B. to the said C. D. and his heirs, with the tenants attornment thereon indented,

One

One indenture of that date, made be- 13 January
tween ——— purporting a conveyance 14 Jac. 1.
from the said ——— of ——— in ———
to the said ——— and his heirs, defea-
sible on repayment of ——— and interest.

The chirograph of a fine then levied, *Easter Term*
between ——— plaintiff, and ——— 14 Jac. 1.
deforceants.

One indenture of that date made be- 10 June
tween ——— purporting a deed to lead 20 Car. 2.
the uses of the fine abovementioned.

One indenture of that date inrolled in *October* 10.
Chancery made between ——— purporting 1702.
a deed to lead the uses of a recovery.

The exemplification of a recovery suf- — Term
fered in that term, pursuant to the last
deed of the premises granted by ———
in the county of G.

One deed poll of that date, purporting *November* 9.
an absolute release of the tenement grant- 1703.
ed by ——— to the said ——— and his
heirs.

One indenture of the date purporting a *Dec.* 10.
demise of the said messuage called ——— 1704.
in ——— to the said J. S. in trust for
—— and to attend the fee.

One indenture of lease of that date *Sept.* 11.
made between ——— purporting a lease 1705.
of the messuage called ——— for 21 years.
at the yearly rent of ———

A Mortgage of Goods.

THIS indenture made, &c. between A. B. of, &c.
of the one part, and C. D. of, &c. of the other
part, *witnesseth*, that the said A. B. for and in consi-
deration of the sum of, &c. of lawful money of *Great*
Britain, to him in hand well and truly paid by the
said C. D. at or before the sealing and delivery of
these presents, the receipt whereof the said A. B. doth
hereby acknowledge, and thereof and therefrom doth ac-
quit,

quit, release, exonerate, and for ever discharge the said C. D. his heirs, executors and administrators, and every of them by these presents, *both* granted, bargained and sold, and by these presents *doth* grant, bargain and sell unto the said C. D. his executors, administrators and assigns, *All* and singular the goods, furniture and household-stuff herein after particularly mentioned and expressed, (that is to say) one, &c. [*Here insert fully an account of all the goods mortgaged*] To have and to hold all and singular the said goods, &c. herein before granted, bargained and sold, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns, to the only proper use and behoof of the said C. D. his executors, administrators and assigns for ever: *Provided* always, and these presents are upon this condition, that if the said A. B. his executors or administrators, shall and do well and truly pay or cause to be paid unto the said C. D. his executors, administrators or assigns, the full sum of, &c. of lawful money of *Great Britain*, with legal interest for the same, on or before the ——— day of ——— then, and in such case, these presents, and every matter and thing herein contained shall cease, determine, and be utterly void, to all intents and purposes; any thing herein contained to the contrary thereof in anywise notwithstanding. *And* the said A. B. for himself, &c. [*Here insert a covenant for payment of the money borrowed, according to the directions laid down in the preceding mortgages.*] *And* the said A. B. for himself, his executors and administrators, all and singular the said goods, &c. by these presents granted, bargained, and sold, and every part thereof, unto the said C. D. his executors, administrators and assigns, against him the said C. D. his executors and administrators, and against all and every other person and persons whatsoever, shall and will warrant, and for ever defend, by these presents. *And* the said C. D. for himself, his heirs, executors, and administrators, doth covenant, promise, grant and agree, to and with the said A. B. his executors and administrators, that he the said C. D. his executors, administrators or assigns, shall and will immediately, upon the receipt

receipt of the said sum of, &c. and interest as aforesaid, at the day and time above limited for payment thereof, deliver, or cause to be delivered, unto the said C. D. his executors, administrators and assigns, all and singular the goods, &c. above granted, and which are now, and at the time of the executing of these presents, received by the said C. D. of and from the said A. B. in as good case, plight and condition as the same and every of them now are at this present time. In witness, &c.

Of Assignments.

A Ssignment is the transferring the interest one hath in lands, goods or any other thing, to another. The person assigning is called the Assignor, and he to whom the assignment is made, the Assignee.

If a person hath a term for years, he cannot assign it, unless he be actually in possession; and if he be not, the assignment must be executed upon the premises intended to be assigned. *Co. Lit. 46, 47.*

By the statute of frauds and perjuries, 29 Car. 2. c. 3. the assignment must be by deed.

Upon an assignment of a lease for years, the lessor may, at his election, charge either the lessee or assignee with the rent; but if he accept rent from the assignee, knowing of the assignment, he hath determined his election, and cannot afterwards charge the lessee for rent growing due. *3 Rep. 23.*

An Assignment of a Bond.

THIS indenture made the — day of — in the — year of the reign of —, and in the year of our LORD — between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas E. F. of, &c. in and by his bond or obligation, bearing date on or about the — day of — stands firmly bound unto the said C. D. his executors,

administrators and assigns, in the penal sum of, &c. conditioned for the true payment of, &c. of lawful money of *Great Britain*, with legal interest for the same, at a day now long since past, as in and by the said bond or obligation, and the condition thereunderwritten, may more fully appear: *Now* this indenture witnesseth, that the said *A. B.* for and in consideration of the sum of, &c. of lawful money of *Great Britain*, to him the said *A. B.* in hand well and truly paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof he the said *A. B.* doth hereby acknowledge, *hath* granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, and set over, unto the said *C. D.* his executors, administrators and assigns, the said in part recited bond or obligation, with the condition thereunderwritten, and all principal and interest monies thereon due and owing, and all the right, title or interest of him the said *A. B.* in or to the same. *And* the said *A. B.* hath made, ordained, constituted and appointed, and by these presents doth make, constitute and appoint the said *C. D.* his executors, administrators and assigns, his true and lawful attorney and attorneys irrevocable, for him, and in his name, and in the name of his executors and administrators, but for the sole and proper use and behoof of the said *C. D.* his executors, administrators and assigns, to ask, demand and receive of and from the said *E. F.* his heirs, executors and administrators, the monies due on the said bond, as aforesaid; and on non-payment thereof, to sue for, recover and receive the same, and every part thereof; and on payment thereof, to deliver up and cancel the said bond, and give sufficient releases and discharges therefore; and one or more attorney or attorneys under him or them to constitute and appoint; and whatsoever the said attorney or attorneys shall lawfully do in or about the premisses, the said *A. B.* doth hereby ratify, confirm and allow. *And* the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *C. D.* his executors, administrators and assigns,

assigns, and every of them by these presents, that he the said *A. B.* or any person or persons on his behalf, hath not had or received the principal money and interest due on the said bond, or any part thereof; neither shall he the said *A. B.* receive, or attempt to receive the same; nor shall he the said *A. B.* in anywise release or discharge the same, or any part thereof, but will own, ratify and allow of all lawful proceedings by his said attorney or attorneys for the recovery thereof; he the said *C. D.* his executors, administrators and assigns, saving the said *A. B.* his executors and administrators harmless and indemnified, of, from and against all costs, charges and damages whatsoever that may happen to him or them thereby. *In witness, &c.*

Sealed; &c.

An Assignment of a Judgment recovered.

THIS indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part. *Whereas* the said *A. B.* did in — term, in the year of our LORD — recover by judgment in his Majesty's court of —, at *Westminster*, against *E. F.* of, &c. the sum of — debt, and — for damages, as by the record thereof, now remaining in the said court may appear: *Now this indenture witnesseth*, that for and in consideration of the sum of, &c. of lawful money of *Great Britain*, to him the said *A. B.* in hand well and truly paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof the said *A. B.* doth hereby acknowledge, he the said *A. B.* hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over, unto the said *C. D.* his executors, administrators and assigns, the said judgment so recovered, as aforesaid against the said *E. F.* and all the benefit and advantage, sum and sums of money, that may be had, obtained, or gotten by reason or means of the said judgment, or any proceedings to be had thereupon. And further the said

A. B. doth by these presents ordain constitute, authorise and appoint the said *C. D.* his executors, administrators and assigns, his true and lawful attorney or attorneys irrevocable, in his name, place and stead, but for the sole and proper use and benefit of the said *C. D.* his executors, administrators and assigns, to sue and prosecute upon the said judgment the said *E. F.* his executors or administrators, his or their goods and chattels, lands and tenements, for the obtaining and recovering of the debt and sum of money due on the said judgment as aforesaid; and upon satisfaction given, or any other end, composition or agreement made of or concerning the said premises, to acknowledge satisfaction on record, or to make and execute any other release or discharge for the same; and also to do all and every other act and acts, thing and things whatsoever, which shall be requisite or necessary to be done in or about the premises, as fully and effectually as the said *A. B.* might or could do the same, being personally present at the doing thereof. And the said *A. B.* for himself, his heirs, executors and administrators, doth hereby covenant, promise, grant, and agree, to and with the said *C. D.* his executors, administrators and assigns, that he the said *A. B.* his executors and administrators, shall and will justify, allow, ratify and confirm all and whatsoever the said *C. D.* his executors, administrators or assigns shall lawfully do, or cause to be done in or about the premises; and that neither he the said *A. B.* his executors or administrators, nor any of them, shall or will, at any time or times hereafter, revoke, disannul or make void this letter of attorney, or any other authority hereby given to the said *C. D.* his executors, administrators or assigns; nor shall hereafter sue for or meddle with the said debt or judgment, without the direction, privity and consent of the said *C. D.* his executors, administrators or assigns, and as he or they shall advise or require. And the said *C. D.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *A. B.* his executors and administrators by these presents, that he the said *C. D.* his executors, administrators and assigns, shall

shall and will from time to time, and at all times hereafter, save, keep harmless and indemnified the said *A. B.* his executors and administrators, and his and their goods and chattels, lands and tenements of, from and against all costs, charges and damages whatsoever, which shall or may any ways become payable by, or be recovered against the said *A. B.* his executors or administrators, by means or occasion of any action or actions, suit or suits, or other proceedings to be brought or carried on in the name of him the said *A. B.* his executors or administrators, by virtue of any power or authority hereby given unto the said *C. D.* his executors, administrators or assigns, as aforesaid. *In witness, &c.*

An Assignment of a Lease by an Executor.

THIS indenture made, &c. between *A. B.* of ———, executor of the last will and testament of *G. H.* late of, &c. deceased, of the one part, and *C. D.* of, &c. of the other part. *Whereas* in and by one indenture of lease, bearing date, &c. and made or mentioned to be made, between *E. F.* of, &c. of the one part, and the said *G. H.* by the name of *G. H.* of, &c. [*As in the lease*] of the other part, he the said *E. F.* for the considerations therein mentioned, did grant, lease, set and to farm let [*Write these words as you find them penned in the lease*] All that messuage, &c. situate, &c. [*Here again pursue the words of the lease.*] To hold unto the said *G. H.* his executors, administrators and assigns, from, &c. for and during the whole term of ——— years from thence next ensuing, and fully to be complete and ended, at and under the yearly rent of, &c. payable &c. [*As you find it in the lease*] as in and by the said in part recited indenture of lease, relation being thereunto had as may more fully appear: *Now this indenture witnesseth*, that the said *A. B.* for and in consideration of the sum of, &c. of lawful money of Great Britain, to him in hand paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof the said

A. B.

A. B. doth hereby acknowledge, *hath* granted, bargained, sold, assigned, transferred and set over, and by these presents *doth* grant, bargain, sell, assign, transfer and set over, unto the said *C. D.* his executors, administrators and assigns, *All* that the said messuage or tenement and premisses abovementioned to be demised and leased to the said *G. H.* in and by the said in part recited indenture or lease as aforesaid, and every part and parcel thereof, with the appurtenances; and also all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, of him the said *A. B.* of, in and to the same, or of, in or to any part or parcel thereof, together with the said in part recited indenture of lease itself; *To have and to hold* the said messuage or tenement and premisses abovementioned, and hereby granted and assigned, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his executors, administrators and assigns, for and during all the rest, residue and remainder yet to come and unexpired, of the said term of ——— years, in and by the said in part recited indenture of lease granted, in as full, large and ample manner, to all intents and purposes, as he the said *A. B.* his executors, administrators or assigns, might, should, or ought to have held and enjoyed the same, by virtue of the said in part recited indenture of lease, or his being executor, as aforesaid, or by any other ways or means whatsoever; *And* the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *C. D.* his heirs and assigns, and every of them by these presents, that he the said *A. B.* now hath in himself good right, full power and lawful authority to grant and assign the said messuage or tenement and premisses, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his executors, administrators and assigns, in manner aforesaid; *And* also that he the said *C. D.* his executors, administrators and assigns, paying the rent, and performing the covenants, ~~provisoes~~ provisions, conditions and agreements in and by the said in part recited indenture of lease reserved, mentioned and contained, shall and may from time to time

time, and at all times hereafter, for and during all the rest, residue, and remainder, yet to come and unexpired, of the said term of, &c. herein before granted and assigned, as aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy the said messuage or tenement and premises hereby granted and assigned, and every part and parcel thereof, with the appurtenances, without the let, suit, trouble, molestation, interruption, eviction or disturbance of him the said A. B. his executors, administrators or assigns, or any other person or persons lawfully claiming, or to claim the said premises, or any part thereof, by, from, or under him, them, or any of them, or by his or their means or procurement: *And further*, that he the said A. B. his executors, administrators and assigns, and all and every other person and persons having, or lawfully claiming any estate, right, title or interest in the said hereby granted and assigned premises, or any part thereof, shall and will from time to time, and at all times hereafter, upon the request, and at the proper costs and charges in the law of the said C. D. his executors, administrators, or assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances in the law whatsoever, for the further, better, and more perfect granting, assigning, and assuring of the said premises abovementioned, with the appurtenances, unto the said C. D. his executors, administrators, and assigns, for and during all the rest, residue and remainder, yet to come and unexpired, of the said term of, &c. hereby granted and assigned, as aforesaid, as by the said C. D. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised and required: *In witness, &c.*

Note; If the assignment be to be made by an administrator or administratrix, that is to say, a man or woman, who being next of kin to the deceased lessee, or otherwise, obtains letters of administration to his effects, and other his personal estate, for want of his having made a will; or where the executorship to a will is renounced, you must then, instead of saying executor,

executor, &c. as in the beginning of the above assignment, write administrator [*But if a woman, administratrix.*] of the goods and chattels, rights and credits of G. H. of, &c. deceased.

*An Assignment of a mortgaged Term in Trust
to attend the inheritance.*

THIS indenture of three parts, [*But until of late wrote tripartite,*] made, &c. between A. B. of, &c. [*Here name the mortgagee,*] of the first part, C. D. of, &c. [*Here the mortgagor*] of the second part, and E. F. of, &c. [*Here the purchaser of the freehold,*] G. H. of, &c. and I. K. of, &c. [*Here the trustees,*] of the third part. *Whereas* the said C. D. by indenture of demise, bearing date, &c. did, for the considerations therein mentioned, demise, lease, &c. [*Here recite the lease of the premises, as directed in the last precedent.*] To hold to the said A. B. his executors, administrators and assigns, from the day of the date thereof, for and during the term of 500 years, from thenceforth next ensuing, and fully to be complete and ended, at and under the yearly rent of one pepper corn, if demanded; in which said indenture of lease there was contained a proviso or condition to render and make void the same, upon payment of the sum of — of lawful money of Great Britain, with legal interest for the same, unto the said A. B. his executors, administrators or assigns, by the said C. D. his executors or administrators, at a certain day therein mentioned, and now long since past, as in and by the said in part recited indenture of lease, relation, being thereunto had, may more fully appear: *And whereas* failure in payment of the said sum of, &c. with interest for the same, hath been made by the said C. D. by means whereof the said premises abovementioned are become forfeited to the said A. B. and his estate and interest therein, during the residue and remainder of the said term of 500 years, is become absolute in law; *And whereas* upon an account this day made up and stated between the said C. D. and A. B. there appears to be due unto him the said A. B. upon the aforesaid security of the

the said premisses the full sum of, &c. for principal money and interest, and no more: *And whereas* the said *E. F.* hath lately contracted with the said *C. D.* for the absolute purchase of the fee simple and inheritance of all and singular the said premisses above mentioned, with the appurtenances, for the sum of, &c. of lawful money aforesaid, and the said fee simple and inheritance of the premisses are intended to be forthwith granted, and conveyed by the said *C. D.* unto the said *E. F.* his heirs and assigns: *Now* to the end the said term of 500 years may be preserved and kept on foot to attend and wait on the reversion and inheritance of the said premisses, to protect and defend the same from all incumbrances subsequent to the creation of the said recited term; *This indenture witnesseth*, that the said *A. B.* for and in consideration of the aforesaid sum of, &c. [*Here repeat the money due to the mortgagee*] to him in hand well and truly paid by the said *E. F.* (by and with the direction and consent of the said *C. D.* testified by his being party to, and signing and sealing of these presents) the receipt whereof the said *A. B.* doth hereby acknowledge; and also in consideration of five shillings of like money, to the said *A. B.* in hand paid by the said *G. H.* and *J. K.* the receipt whereof he the said *A. B.* doth hereby likewise acknowledge, he the said *A. B.* by and with the direction and consent of the said *C. D.* testified as aforesaid, *hath* granted, bargained, sold, assigned, transferred and set over, and by these presents *doth* grant, bargain, sell, assign, transfer and set over, unto the said *G. H.* and *J. K.* (by the nomination and appointment of the said *E. F.*) all and singular the said, &c. [*Here mention the premisses, as before directed to be described in the recital part*] abovementioned, and every part and parcel thereof, with the appurtenances, and also all the estate, right, title, interest, claim and demand whatsoever, of him the said *A. B.* of, in and to the same, and every part and parcel thereof, with the appurtenances; *To have and to hold* the said, &c. and premisses abovementioned, and every part and parcel thereof, with the appurtenances, unto the said *G. H.* and *J. K.* their executors, administrators and assigns, for and during all the rest, residue and remainder

der of the said term of 500 years above mentioned, which is yet to come and unexpired; *In trust* for the said E. F. his heirs and assigns, and such other person and persons to whom the freehold and inheritance of the premises shall appertain and belong, to protect and defend the same from all subsequent incumbrances; And the said A. B. for himself, his heirs, executors and administrators, doth covenant and grant, to and with the said E. F. his executors, administrators and assigns, that he the said A. B. hath not committed or done any act, matter or thing whatsoever, wherety or wherewith the said premises abovementioned, or any part thereof, are, is, shall, or may be charged, impeached or incumbered, in title, charge, estate, or otherwise howsoever. *In witness, &c.*

*Of a Man's whole Estate in consideration of
several Debts and Engagements.*

TO all to whom these presents shall come, I R. C. of ——— send greeting. *Whereas* I am indebted unto J. F. of ——— in the sum of ——— of lawful money of *Great Britain*; and the said J. F. and one F. J. of ——— stand jointly and severally engaged for me the said R. C. in several bonds or obligations for several sums of money: *Now know ye,* That I the said R. C. for and towards the payment and satisfaction of the said monies, and for divers other good causes and considerations me thereunto moving, have granted, assigned, bargained and sold, and by these presents do freely and absolutely grant, assign, bargain and sell unto the said J. F. and F. J. all and all manner of goods, chattles, debts, monies and all other things of me the said R. C. whatsoever, as well real as personal, of what kind, nature or quality soever; *To have and to hold* the same, and every part and parcel thereof, unto them the said J. F. and F. J. their executors, administrators and assigns for ever. *In witness, &c.*

An Assignment of an Annuity, reciting a Devise thereof to the Assignor for Life.

THIS indenture made, &c. between E. M. of ——— of the one part, and J. A. of ——— of the other part, *witneseth, that whereas* M. M. late of ——— deceased, did by his last will and testament in writing, devise unto the said E. M. an annuity, yearly sum, or an annual rent of 40*l.* of good, &c. to be issuing, payable, and yearly going out of all and every the manors, messuages, lands, tenements and hereditaments of him the said M. M. whatsoever and wheresoever the same lie, and to be paid yearly and every year from and after his decease, unto the said E. M. for and during the life of the said E. M. with a power of distress to and for the said E. M. upon non-payment thereof, or for any part or parcel thereof, as in and by the same last will and testament may more fully appear; which said annuity, hath, ever since the death of the said M. M. been satisfied and paid unto him the said E. M. according to the tenor, purport and true intent and meaning of the said will: *Now this indenture further witnesseth, that the said E. M.* for and in consideration of the sum of ——— unto him in hand paid by the said J. A. before the sealing and delivering hereof, the receipt whereof the said E. M. doth hereby acknowledge, and thereof and therefrom doth acquit and discharge the said J. A. his executors, &c. and every of them, by these presents; and also for divers other good causes and considerations him thereunto moving. he the said E. M. hath granted, bargained, sold, assigned and set over, and by these presents *doth, &c.* unto the said J. A. and his assigns, all and every part of the aforesaid annuity, yearly sum or rent of 40*l.* of good, &c. and all the estate, right, title, interest, liberty, benefit and power of distress and distresses, use, possession, claim and demand whatsoever, which he the said E. M. now hath or may or in anywise ought to have of, in, or unto or for the said annuity, or yearly sum or annual rent of 40*l.* before

beforementioned; *to have and to hold*, receive, perceive, enjoy and take the said annuity, or yearly sum or rent of 40*l* and all the estate, right, title, and interest, liberty, benefit and power of distress and distresses, use, possession, claim and demand whatsoever of him the said *E. M.* of, in and unto the same, and of, in and unto every part and parcel thereof as aforesaid unto the said *J. A.* and his assigns, immediately from and after the making of these presents, for and during the term of the life of the said *E. M.* and in as large, ample and beneficial a manner, to all intents and purposes, as he the said *E. M.* may, can, might, could, should, or ought to have or enjoy the same. *And, &c. Add a covenant for peaceable receiving, &c. the annuity; and a covenant, that the annuity is free from incumbrances. In witness, &c.*

An Assignment of a Mortgage of a Term of Years.

THIS indenture made, &c. between *J. F.* of ——— of the one part, and *R. C.* of ——— of the other part. *Whereas J. F.* by his indenture bearing date the ——— (*and so recite the mortgage*) as in and by the said indenture, reference being thereunto had, may more fully appear; which said sum of ——— or any part thereof, was not paid or tendered to or for the said *J. F.* at the day in the proviso of redemption limited for payment thereof, and yet remaineth unpaid, by reason whereof the said messuage and other premisses, and the whole estate, right, title and interest of the said *F. J.* in and to the same became forfeited unto the said *J. F.* and he thereby was and now is lawfully interested and possessed in and of the said premisses, and of, and in every part thereof, during the residue of the term of years which then were and now are to come and unexpired, in and by the said indenture of demise abovementioned, granted to the said *F. J.* Now this indenture witnesseth, that the said *F. J.* for and in consideration of the sum of ——— to him in hand paid, the receipt, &c. (*See assignment of*

of lease) bath, &c. All the said messuage, tenement and premises, with the appurtenances whatsoever, in and by the said indenture of demise granted to the said T. F. as aforesaid; *And also all the estate, &c.* — by virtue of the said recited indenture of mortgage or assignment above recited, or of any thing therein mentioned or contained, together with the said indenture of mortgage or demise aforesaid; and all other writings relating to or concerning the same: *To have and to hold, (as in the assignment of a lease) by force and virtue of the said recited indenture of lease, or the said indenture of mortgage aforesaid, or either of them, or any thing therein mentioned or expressed, or otherwise howsoever. (Add a covenant for discharge of incumbrances, &c.) In witness, &c.*

An Assignment of a Messuage for a Term of Years by way of Indorsement, and of a Bond for Payment of the Mortgage Money, and for Performance of Covenants, with a Letter of Attorney.

K NOW all by these presents, that I the within named S. C. in consideration of — of lawful money of Great Britain to me in hand paid by T. B. of — the receipt, &c. —, and for divers other good causes and considerations me hereunto especially moving, have bargained, sold, assigned, and set over — and by these presents do bargain, &c. — unto the said T. B. his executors, administrators and assigns, all, &c. the within indenture of demise, and premises thereby granted and demised, or mentioned or intended so to be, and every part thereof, with the appurtenances; and all my estate, right, title, interest, term of years to come, property, claim and demand whatsoever either in law or equity, of, in or to the same or any part thereof; and also one bond or obligation bearing even date with the within indenture whereby the within named T. C. became bound to me in the penal sum of —

conditioned for the payment of ——— within mentioned, and for the true performance of the several covenants in the within indenture mentioned, and all and every sum and sums of money due, or to grow due thereon : *To have and to hold* the said several, &c. and premisses, by the within indenture granted and demised, with their appurtenances, unto the said *T. B.* his executors, administrators and assigns from henceforth, for and during the residue and remainder now to come and unexpired of the within term of ——— years, subject to the proviso within contained ; and to have, receive and take all and every sum and sums of money due or to grow due upon the said bond to the said *T. B.* his executors, administrators and assigns, to his and their own proper use and behoof : *And* I the said *S. C.* do hereby make the said *T. B.* his executors, administrators and assigns, my true and lawful attorney and attornies, &c. (*as in the letter of attorney in the assignment of a bond mutatis mutandis*) : *And* I the said *S. C.* do hereby for myself, my heirs, executors, and administrators, covenant, &c. *That the mortgage is not incumbered, &c. In witness, &c.*

Of a Captain's Pay for Security of a Debt and Interest.

THIS indenture made the ——— day of ——— in the twelfth year of the reign of our sovereign Lord *George* the third, by the grace of God of *Great Britain, France and Ireland*, King, defender of the faith, &c. and in the year of our Lord 1772, between *J. O.* of ———, Esq; captain of a company in his majesty's ——— regiment of foot, commanded by ——— colonel of the one part, and *W. G.* of ——— gentleman, of the other part. *Whereas* the said *J. O.* now at the time of the sealing and delivery of these presents is and stands justly indebted to the said *W. G.* in the sum of ——— ; *Now this indenture witnesseth*, that for securing the payment of the said sum of ——— and interest ; and also for and in consideration of five shillings of lawful money of
Great

Great Britain to the said J. O. in hand well and truly paid by the said W. G. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said J. O. hath assigned, transferred, and set over, and by these presents doth assign, transfer, and set over unto the said W. G. all that his daily pay and subsistence money which he is intitled to have and receive as captain of a company in the ——— regiment of foot; and all the right, title, interest, property, claim and demand whatsoever of him the said J. O. in and to the same; to have, hold, receive, take and enjoy the said daily pay and subsistence money unto the said W. G. his executors, administrators and assigns, for and during the natural life of the said J. O. upon the fruits, and to and for the uses, intents and purposes herein after mentioned (that is to say) upon trust, that he the said W. G. his executors, administrators and assigns, shall and do from time to time get in and receive the said daily pay and subsistence money, when, and as the same shall become due and payable, and thereout annually deduct and retain for himself the full sum of ——— clear of all charges whatsoever, towards satisfaction and discharge of the said sum of ——— so due and owing to him as aforesaid, with lawful interest for the same, to be computed from the date of these presents, and subject thereto; in trust annually to pay, apply and dispose of the residue of the said pay or subsistence money so to be got in and received as aforesaid unto the said J. O. or such person or persons as he shall by any writing or writings under his hand and seal from time to time appoint to receive the same. Provided always, and it is hereby declared and agreed, that when and so soon as the said sum of ——— and all interest due thereon, and all the costs, charges and expences of the said W. G. in and about the premises, shall have been duly received by the said W. G. his executors, administrators and assigns, then these presents, and the assignment hereby made, shall cease, determine, and be utterly void to all intents and purposes whatsoever. And for the better enabling the said W. G. his executors, administrators and
assigns,

assigns, to get in and receive the said daily pay and subsistence money, he the said *J. C.* hath, and by these presents doth nominate, ordain, constitute and appoint, and in his place and stead put the said *W. G.* his executors and administrators, his true and lawful attorney and attorneys irrevocable, for him, and in his name (but for the purposes aforesaid) to ask, demand and receive the said hereby assigned daily pay and subsistence money of and from ———— Esq; agent for the said regiment; and of and from all and every person and persons who are or shall be liable to pay the same, and upon receipt thereof, or any part thereof, to make and give such acquittances, receipts and discharges for the same as shall be necessary and sufficient for that purpose; He the said *J. O.* hereby ratifying and confirming all and whatsoever his said attorneys shall lawfully do, or cause to be done, in or about the premises. And the said *J. O.* doth hereby covenant, promise and agree to and with the said *W. G.* his executors, administrators and assigns, that he the said *J. O.* shall and will, from and immediately after the execution of these presents, cause or procure his life to be insured, and bear and pay all charges and expences that shall or may attend the insuring thereof, and shall and will so continue to insure the same, and bear and pay all charges and expences attending the insuring thereof, so long, and until the said sum of ——— together with all interest due thereon shall be fully paid and satisfied to the said *W. G.* his executors, administrators or assigns. And it is hereby declared and agreed, that in case the said *J. O.* shall at any time hereafter, during the continuance of these presents, neglect or refuse to insure his life, or to bear and pay all charges and expences attending the insuring thereof, according to his covenant herein before in that behalf contained, that then, and in such case it shall and may be lawful to and for the said *W. G.* his executors or administrators, to insure the same, and to deduct and reimburse himself or themselves the charges and expences attending the insuring thereof out of the said pay and subsistence money so to be received as aforesaid by virtue of these presents.

presents. *In witness* whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

N. B. *This deed when executed must be entered in the Agent's Office.*

Of Defeasances.

A Defeasance is an instrument making a deed, executed before and made absolute, on certain conditions void, *Co. Lit.* 236. but is now seldom used that way; a proviso in the deed itself, as in mortgages, &c. sufficiently answering the ends of a defeasance. Obligations, recognisances, judgments, &c. are most commonly the subject matter of these instruments.

A Defeasance of a Bond and Judgment.

THIS indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. *Whereas* the said C. D. in and by one bond or obligation, bearing date, &c. doth stand firmly bound unto the said A. B. in the penal sum of, &c. of lawful money, &c. conditioned for the payment of the sum of, &c. of like lawful money, on, &c. as in and by the said in part recited bond or obligation, with the condition there underwritten, may more fully appear: *And whereas* the said A. B. as a collateral or further security for the payment of the said sum of, &c. according to the tenor of the said in part recited bond or obligation, in ——— term last, in his Majesty's court of ——— at *Westminster*, obtained and recovered against the said C. D. one judgment of ——— pounds debt, besides costs of suit, as by the records of the said court appeareth: *Now this indenture witnesseth*, that it is agreed by and between the said parties to these presents, and the said A. B. doth for himself, his heirs, executors and administrators, covenant, grant, promise

and agree, to and with the said C. D. his executors and administrators by these presents, that if the said C. D. his heirs, executors or administrators, shall well and truly pay, or cause to be paid unto the said A. B. his executors, administrators or assigns, the aforesaid sum of, &c. at the days and times abovementioned, in discharge of the said in part recited bond or obligation, that then he the said A. B. his executors, administrators or assigns, shall and will, after such payment made, at the request and at the proper costs and charges in the law of the said C. D. his executors or administrators, in due form of law, acknowledge satisfaction upon record of and for the said judgment: *And* that the said A. B. his executors, administrators or assigns, shall not, before default be made in payment, as aforesaid, sue forth or take out any writ or process of execution against the said C. D. his heirs, executors or administrators, or his or their lands, tenements, goods or chattels, or any of them, by or upon the said judgment.

Sealed, &c.

Of Surrenders by Deeds.

A Surrender by deed is the yielding up of an estate for life or years to him who is next in reversion or remainder, whereby the estate for life or years may be drawn by mutual agreement between the parties.

To make a good surrender by deed, these things are required, *viz.* that the surrenderer must have an estate in possession of the land, &c. surrendered; the surrender must be made to him that hath the next estate in remainder or reversion, without any estate coming between; and the surrenderee must have a greater estate in his own right, in the thing surrendered, than the surrenderor. *Co. Lit. 338.*

A Deed

*A Deed of Surrender to a Person having the
Reversion in Fee.*

K NOW *All Men* by these presents, that I *A. B.* of, &c. for and in consideration of the sum of, &c. to me in hand paid by *C. D.* of, &c. the receipt whereof I do hereby acknowledge, have granted and surrendered, and by these presents do grant and surrender unto the said *C. D.* his heirs and assigns, *All* that messuage, &c. [*Here describe the premises.*] and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises; *To have* and to hold the said messuage, &c. and all and singular other the premises above granted and surrendered, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his heirs and assigns, to the only proper use and behoof of him the said *C. D.* his heirs and assigns for ever. *In witness, &c.*

A Surrender of a Term of Years.

K NOW *All Men* by these presents, that *whereas* I *A. B.* of, &c. am possessed of and interested in one messuage, &c. the remainder of a certain term of — years, the reversion whereof doth belong to *C. D.* of, &c. *Now know ye*, that I the said *A. B.* for and in consideration of the sum of, &c. of lawful money of *Great Britain* to me in hand well and truly paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof I the said *A. B.* do hereby acknowledge, have granted, surrendered and yielded up, and by these presents do grant, surrender and yield up, unto the said *C. D.* his heirs and assigns for ever, the said messuage, &c. abovementioned, and all the estate, right, title, claim and demand whatsoever of me the said *A. B.* of, in and to the said premises and every part thereof, with the appurtenances so that neither I the said *A. B.* my executors, admini-

sirators or assigns, or any of them, shall or may have, claim, challenge or demand the said premises, or any part thereof, or any estate, right, title or interest of, in, or to the same; but shall and will at all times hereafter, of and from all right, title and interest, of and in the said premises, and every part thereof, be barred and for ever excluded by these presents; And I the said *A. B.* for myself, my heirs, executors and administrators, do hereby covenant, grant, promise and agree, to and with the said *C. D.* his heirs and assigns, that he the said *C. D.* his heirs and assigns, shall and may at all times hereafter, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said premises abovementioned, and every part thereof, with the appurtenances, without the lawful let, suit, trouble, hindrance, molestation, interruption or disturbance of me the said *A. B.* my executors, administrators or assigns, or of any other person or persons claiming under me, them or any of them. *In witness, &c.*

A Surrender or Declaration of Trust on a mortgaged Term.

WHEREAS in and by one indenture of demise, or bargain and sale, bearing date, &c. made or mentioned to be made between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, the said *A. B.* for the considerations therein mentioned, did demise, grant, bargain and sell unto the said *C. D.* his executors, administrators and assigns, all those messuages, &c. [*Here describe the premises mortgaged*] to hold unto the said *C. D.* his executors, administrators and assigns, for the term of ——— years from thenceforth next ensuing: in which said indenture was contained a proviso or condition to make the same defeasible and void on payment by the said *A. B.* to the said *C. D.* of the sum of, &c. of lawful money, &c. with legal interest for the same, at a certain day therein particularly mentioned, as in and by the said indenture of demise or mortgage, relation being thereunto had, may

may more fully and at large appear: *Now know All Men* by these presents, that I the said C. D. do hereby signify and declare, that the said sum of, £c. so secured to be paid and payable out of the said mortgaged premisses, as aforesaid, are the proper monies of E. F. of, &c. and that the name of me the said C. D. was only used in trust for the benefit and behoof of the said E. F. his executors, administrators and assigns, in the above in part recited indenture of demise or mortgage, and therefore in discharge of the said trust in me reposed, as aforesaid, I the said C. D. have, at the request of the said E. F. surrendered, assigned and set over, and by these presents do grant, bargain, sell, assign and set over unto the said E. F. his executors, administrators and assigns, all the estate, right, title, interest, use, trust, benefit, claim and demand whatsoever, which I the said C. D. have, or may have or claim of, in or to the said messuages, &c. and other the premisses, in and by the said in part recited indenture of demise or mortgage, granted to me as aforesaid, or of or in any matter or thing in the said indenture mentioned and contained; so that neither I the said C. D. my executors, administrators or assigns, or any of us, at any time hereafter, shall or will ask, demand, claim, or challenge, any interest, benefit, trust or privilege in any respect or manner whatsoever, in or to the said above surrendered and assigned premisses, or any part thereof, by reason, colour or means of the said in part recited indenture of demise or mortgage, or any covenant, proviso, matter or thing therein contained, or otherwise howsoever; but thereof and therefrom, and of and from all actions, suits and demands whatsoever, which I, my executors, administrators or assigns, or any of us, may have concerning the same, shall be wholly and entirely debarred.

G 3 A De-

A Declaration of a Trust on a mortgaged Term, without Surrender.

WHEREAS in and by one indenture of demise or mortgage, bearing date, &c. and made or mentioned to be made between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, the said *A. B.* for and in consideration of 1000 *l.* of lawful money, &c. therein mentioned to be paid by the said *C. D.* to the said *A. B.* did demise, &c. [*Here go on and recite the mortgage as in the last surrender*] to hold for a long term of years, defeasible on repayment by the said *A. B.* to the said *C. D.* of the said 1000 *l.* with interest on certain days therein mentioned, as in and by the said indenture may more fully appear; *Now know all Men by these presents*, that I the said *C. D.* do hereby signify and declare that 300 *l.* part of the said 1000 *l.* are the proper monies of *E. F.* of, &c. and 200 *l.* more, other part of the said principal sum, are the proper monies of *G. H.* of, &c. And therefore the said *C. D.* doth hereby declare, grant and agree, that he the said *C. D.* his executors and administrators, shall and will from henceforth stand possessed of, and interested in the said mortgage and mortgaged premises, and every part thereof, in trust, as well for securing the payment of the said sum of 300 *l.* and interest to the said *E. F.* his executors, administrators and assigns, and the said sum of 200 *l.* and interest to the said *G. H.* his executors, administrators and assigns, as for securing the repayment of the other 500 *l.* and interest to him the said *C. D.* his executors, administrators and assigns; *And* that neither he the said *C. D.* his executors nor administrators, shall or will assign, or in anywise vacate the said mortgage, or release the monies thereby secured, until the said *E. F.* shall be fully paid and satisfied the said 300 *l.* and interest, and the said *G. H.* shall also be fully paid and satisfied his 200 *l.* and interest. *In witness, &c.*

A Decla-

A Declaration of Trust by Way of Assignment.

THIS indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of the other part : *Whereas* in and by one indenture, &c. [*Here recite the mortgage lease, as in the foregoing.*] Now this indenture witnesseth, that the said *A. B.* doth hereby acknowledge and declare, that the sum of, &c. in the said in part recited indenture of mortgage mentioned, was all the proper money of the said *C. D.* and not any part thereof the money of the said *A. B.* and that the name of him the said *A. B.* was used therein, only in trust for the said *C. D.* his executors, administrators and assigns : And therefore the said *A. B.* in pursuance of the trust reposed in him, as aforesaid, by the said *C. D.* and also for and in consideration of the sum of five shillings to him in hand paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *C. D.* his executors, administrators and assigns, all and singular the said messuages, &c. and premises before mentioned, in and by the said in part recited indenture of mortgage granted, with their and every of their appurtenances ; and also all the estate, right, title, interest, term of years, property, claim and demand whatsoever of him the said *A. B.* of, in, or to the said premises, and every part and parcel thereof, together with the said in part recited indenture of demise or mortgage ; *To have and to hold* the said messuage. &c. hereby granted and assigned, or mentioned or intended so to be, unto the said *C. D.* his executors, administrators and assigns, for and during all such term and estate as he the said *A. B.* hath or ought to have therein. And the said *A. B.* for himself, his heirs, executors and administrators, doth covenant and grant, to and with the said *C. D.* his executors, administrators and assigns, that he the said *A. B.* hath

not made, committed, acted or done, or caused or procured to be made, committed, acted or done, any act, matter or thing, whereby, or by reason or means whereof the said messuages, &c. and premisses, or any part thereof, are, may or can be charged, or incumbered in title, charge, estate, or otherwise howsoever. In witness, &c.

Of Indentures.

WHERE a deed begins, *This indenture*, it must actually be indented, that is to say, cut or scolloped at the top, otherwise it will be a deed poll; for it is not the words, *This indenture*, but the indenting of the parchment or paper, that makes it an indenture. *Wood's Inst.* 236. 1 *Inst.* 143.

The difference between indentures and deed polls are, that in the latter, the words shall be most strongly taken against the grantor; but in the former, the words there are to be taken according to the intent of both parties, the grantor and grantee; For this reason, where both parties are intended to be concluded, it seems highly necessary to turn deed polls into indentures, which is easily done, by observing the different forms of those instruments, and indenting them as above directed. A deed may consist of several parts, as two, three, four, five, six, which until the late alteration in the law, were wrote *bipartite*, *tripartite*, *quadripartite*, *quinqupartite*, *sixtipartite*, &c.

A Common Indenture of Apprenticeship.

THIS indenture made the — day of — in the — year of the reign of —, and in the year of our LORD — witnesseth, that A. B. of, &c. bath of his own free and voluntary will, placed and bound himself apprentice unto C. D. of, &c. blacksmith, to learn the said trade, mystery or occupation of a blacksmith; which he the said C. D. now useth, and with him

him as an apprentice to dwell, continue and serve from the day of the date hereof, unto the full end and term of seven years, from thence next ensuing, and fully to be complete and ended; during all which term of seven years, the said apprentice his said master well and faithfully shall serve, his secrets keep, his lawful commands gladly do and obey; hurt to his said master he shall not do, nor wilfully suffer to be done by others, but of the same, to the utmost of his power, shall forthwith give notice to his said master; the goods of his said master he shall not embezzle or waste, nor them lend, without his consent, to any; at cards, dice, or any other unlawful games, he shall not play, taverns or alehouses he shall not frequent; fornication he shall not commit, matrimony he shall not contract; from the service of his said master he shall not at any time depart or absent himself, without his said master's leave; but in all things, as a good and faithful apprentice, shall and will demean and behave himself towards his said master, and all his, during the said term. And the said master, in consideration of the sum of ——— of lawful money of *Great Britain*, to him in hand paid by his said apprentice, in the said trade, mystery or occupation of a blacksmith, which he now useth, with all things thereunto belonging, shall and will teach, instruct, or cause to be well and sufficiently taught and instructed, after the best way and manner he can, and shall and will also find and allow unto his said apprentice meat, drink, washing and lodging, and all other necessities fit and convenient for such an apprentice (linen and wearing apparel only excepted) during the term aforesaid. *In witness,* &c.

Some necessary Observations in Relation to Indentures of Apprenticeship.

IF any money or other thing whatsoever, as plate, goods, bedding, &c. be contracted for or given with an apprentice, such consideration must be expressly inserted in the indenture, otherwise the master

orfeits treble the value of what is concealed, the indenture becomes void, and the apprentice, who perhaps may have served faithfully the whole term of his apprenticeship, is rendered incapable of exercising his trade in any town, city or corporation of this kingdom.

Where goods, or other things, not money, are given or contracted for with an apprentice, such goods, &c. are to be valued by a proper officer of the stamp-duties, to whom, if within twenty miles of *London*, the master must send the indenture within fourteen days after its date, and if at further distance from thence, then in six weeks, and must at the same time pay a duty after the rate of sixpence for every twenty shillings of the amount of the apprentice fee, where it does not exceed fifty pounds, and where it does, one shilling in the pound. If the full of what is given even be inserted, yet should the master not take care to pay the duty in time, he forfeits fifty pounds, and the indenture and apprentice are put upon the same footing as in the other case. 8 *An. c. 9.* made perpetual by 9 *An. c. 21. sect. 7.*

Of Covenants.

A Covenant is an agreement that ought to be by both parties in writing, sealed and delivered. It must be for performing what is lawful and possible, otherwise it will be void. *Jacob's Dict.*

All covenants must, as to time and place, be exactly performed; and no cause of action can arise from thence till some breach thereof. *Ibid.*

A Covenant for Payment of Rent, and Performance of Covenants of a Lease assigned, and to indemnify the Assignor therefrom.

AND the said C. D. [*Here name the assignee.*] for himself, his heirs, executors, administrators and assigns, doth covenant, promise, grant, and agree, to and with the said A. B. his executors and administrators, and every of them, by these presents, in manner and form following, (that is to say), that he the said C. D. his executors, administrators or assigns, shall and will from time to time, and at all times hereafter, well and truly pay the rent, and perform the covenants and agreements in the said in part recited indenture of lease reserved and contained, which on the tenant's or lessee's part are, or ought to be paid, done, performed and kept, according to the true intent and meaning of the said indenture of lease, and thereof and therefrom, and of, from, and against all actions, suits, costs, charges, expences, troubles, damages and demands whatsoever, which shall or may arise, happen, be commenced or prosecuted against the said A. B. his heirs, executors or administrators, or which he or they shall or may sustain, suffer, or be put unto, for or by reason or means of the nonpayment of the said rent, or the breach or nonperformance of the said covenants or agreements, or any of them, shall and will at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said A. B. his heirs, executors and administrators and every of them, by these presents. *In witness, &c.*

A Covenant in a Lease, that the Lessor may upon six Months Notice take Part of the Premises into his own Hands.

AND also that if the said *A. B.* his executors, administrators or assigns, shall at any time, during the term hereby granted unto the said *C. D.* as aforesaid, be minded to take the shop, now in the possession or occupation of, &c. (being part of the messuage or tenement hereby demised) into his or their own hands, use or possession, or otherwise to let or dispose thereof, and shall give unto the said *C. D.* his executors, administrators or assigns, six months notice in writing of such his or their mind or intention, that at or immediately after the end or expiration of the said six months, it shall and may be lawful to and for the said *A. B.* his executors and administrators or assigns, to enter upon, have, hold, occupy and enjoy the said shop, from thenceforth, for and during all the rest, residue and remainder of the said term, which shall be then to come and unexpired; the said *A. B.* hereby covenanting, promising, and agreeing, that he the said *A. B.* his executors and administrators shall and will discount and allow, or otherwise that it shall and may be lawful to and for the said *C. D.* his executors, administrators and assigns, to defalk, deduct and retain the sum of, &c. yearly and every year, out of the said rent of, &c. hereby reserved, which is to be in full satisfaction for the said shop; any thing herein contained to the contrary thereof notwithstanding.

A Covenant or Proviso in a Lease, allowing the Tenant to be free before the End of the Term granted.

PROvided also, and it is hereby covenanted and agreed by and between the said parties to these presents, that if he the said C. D. his executors, administrators or assigns, shall be minded or desirous to leave the said premises at the end of seven years, or fourteen years, after the commencement of this present lease or demise, and thereof shall give six months notice or warning in writing, under his or their hands, unto the said A. B. his heirs or assigns, [*If the lessor have only temporary interest, then write executors, &c. as before directed; for which see leases*] of such his or their mind and intention, on the feast day of ——— next and immediately preceding the determination of the said term or time of seven years, or fourteen years respectively; that then and immediately after the expiration of the said term of seven years or fourteen years respectively, and of such respective notice given, as aforesaid, the term and estate of twenty-one years hereby granted, as aforesaid, shall cease, determine, and be utterly void; any thing in these presents contained to the contrary thereof in anywise notwithstanding.

Note; This covenant or proviso must immediately follow the proviso for re-entry on nonpayment of rent.

An Indenture of Copartnership between two Bookfellers.

THIS indenture made the ——— day of ——— in the ——— year of the reign of ———, and in the year of our Lord ———, between A. B. citizen and stationer of London, of the one part, and C. D. also citizen and stationer of London aforesaid, of the other

other part, witnesseth, that the said *A. B.* and *C. D.* having had experience of each other's care and fidelity, in confidence thereof, for the future have agreed upon a copartnership and joint trade, in carrying on of the trade of printing and bookselling, and therefore each of them doth respectively, and for their severall and respective executors and administrators, covenant, promise and agree, to and with the other of them, his executors and administrators, by these presents, that from and after the ——— day of ——— next ensuing the date of these presents, they the said *A. B.* and *C. D.* shall be and continue copartners and joint traders in the art, trade, mystery and business of a bookseller, (that is to say) in buying, selling, vending, exchanging, printing and uttering of all sorts of books, and other things incident and belonging to the trade of a bookseller; and also in the management and doing of all such other business, as they shall think fit and mutually agree and consent to trade in, for and during, and to the full end and term of seven years, from thenceforth next ensuing, and fully to be complete and ended, if they shall both so long live. *And* for the carrying on of the said joint trade, each of the said parties to these presents doth covenant, promise, grant and agree, to and with the other of them, that they will each of them bring in severally into the said joint trade and stock, in money and goods, to be used in the said trade, on or before the said ——— day of ——— next ensuing the date hereof, the full sum or value of ——— of lawful money of *Great Britain*, to be used and employed into the said joint trade, upon the said joint account. *And* it is herein and hereby also mutually covenanted and agreed, by and between the said parties to these presents, that the said trade of a bookseller shall be carried on and managed at the shop and warehouse at the ——— situate in ——— *London*, or at any other place they the said parties to these presents shall agree upon for that purpose. *And* for the orderly proceeding in and carrying on of the said intended trade or business, it is mutually covenanted, concluded and agreed

upon, by and between the said parties to these presents, and each of them doth for himself respectively covenant, promise, grant and agree, to and with the other of them, his executors and administrators, by these presents, in manner and form following, (that is to say) that they the said *A. B.* and *C. D.* shall be just and faithful to each other, in all their buyings, sellings, accounts, reckonings, disbursements and dealings concerning the said copartnership, and shall each of them endeavour by all just care and diligence to advance and promote the said joint trade and stock, without fraud or deceit, and give their attendance upon the said trade; And also that the said *A. B.* his executors or administrators, shall have the full interest, right or property of, in, and unto one moiety or half part of the said joint stock of books, copies, and other things belonging to the said copartnership, and also of, in, and unto all the gains, profits and increase which shall arise, happen, accrue, or be made thereby, or by the ordering or employing of the same, or by any credit or business to be by them managed or done as copartners, and also shall bear and pay one moiety of all losses, costs, expences or damages, which shall at any time happen, arise or come, or be expended or laid out, in, about or concerning the said joint trade or copartnership aforesaid, in anywise whatsoever; And that the said *C. D.* his executors or administrators, shall have the full interest, &c. of, in, and unto the other moiety or half part, &c. [*Here go on exactly in the same manner, as in the foregoing clause.*] And each of them the said *A. B.* and *C. D.* doth also for himself, his executors and administrators, covenant, promise, grant and agree, to and with the other of them, his executors and administrators, that the said joint stock, and also the buyings, sellings, exchanging of books, dealings, gains, debts and credits which shall grow, arise, happen, or be made, of or by means of the said joint trade, or any thing incident or belonging thereunto, shall from time to time, during all the said term of the said copartnership, be duly entered and fairly written in some convenient book or books, to be kept

kept for that purpose, within the shop wherein the said trade is to be driven, in such manner as men of the said trade use or ought to do; of which said books the said parties to these presents, and either of them, their respective executors or administrators, shall freely at all times, as well during the continuance, as after the expiration of the copartnership aforesaid, have the sight and perusal, when and as often as it shall be desired, and shall have liberty to transcribe and copy out all or part thereof, without any let, hindrance or denial; *And* also that all bonds, bills, notes, specialties and securities for money whatsoever, at any time to be made or taken for any matter or thing concerning the said joint stock or trade, and also all other things to be sold exchanged and delivered out of the said joint stock or trade, shall be made and taken in the names of the said *A. B.* and *C. D.* and for their joint and equal use and benefit; *And* also that no more than ——— shillings a week shall be taken out of the said joint stock by either of the said parties to these presents, until notice be given to the other of them; and that each of the said parties shall receive equally at the same time out of the said joint stock, and not the one more than the other of them, except only money to be, and which shall be necessarily laid out in the said stock and trade, for the support of the said copartnership; *And* also that all sum and sums of money to be taken out as aforesaid, either to be divided or used in trade, shall from time to time be entered into the said book or books, so to be kept as aforesaid: *And* also that no apprentice or servant shall be taken during the continuance of the said partnership, but by and with the joint consent of the said parties to these presents; *And* also, if any book or books, money, goods, or other things in copartnership, shall be embezzled, purloined or spoiled by the apprentice or apprentices, or other agent or servant of the said parties to these presents, during the said copartnership, then and in such cases, the loss and damage thereby happening shall be equally born and sustained by the said parties to these presents; *And* also that neither of the said

said parties shall at any time sell or deliver out upon trust, and without ready money, to any person whatsoever, any part of the said joint trade and stock, to above the value of —, unless upon notice given to the other party to these presents, and his consent thereunto first had and obtained; neither shall either of them lend any money above the value aforesaid, out of the said joint stock, without such consent as aforesaid: But if goods of above — value shall be trusted, or money lent contrary hereunto, the same shall be sustained or made good by him so trusting or lending the same, and not by the said joint stock; And also that neither of the said parties to these presents, shall, without consent of the other of them, release or discharge any debt, duty, sum or sums of money, or other things, which shall be due, owing or belonging to the said joint account, or any part thereof, or any securities given for the same, but only such and so much as shall be actually received and brought into the said joint stock; nor shall compound or agree to accept part for the whole of any debt, duty or sum of money to them upon the account aforesaid jointly owing or payable, without the consent or approbation of the other of them thereunto in writing first had and obtained; And also that neither of the said parties to these presents shall at any time during the said copartnership, and before a final partition be made between them, become bound or be bail or surety for, with, or to any person or persons whatsoever, either by bond, bill, judgment, statute, recognisance, promise, or otherwise, without the privity or consent of the other of them, thereunto in writing first had and obtained; And that there shall not be any new translation of any book or copy to the use of the said joint stock, nor any printer, stationer or bookbinder be employed in any thing relating to the said joint stock, without the consent of both the said parties to these presents; And also that the said A. B. and C. D. shall and will, once in every year, during the said copartnership, at the feast of —, or within twenty days after, or oftener, at the request of either

either of them to that purpose, join with the other of them, and perform and do whatever to him belongeth, or in him lieth, for the making up and passing of a new, plain, and perfect account and reckoning between them, of and concerning all their buyings, sellings, exchanges, printing, trading and dealings for, upon or by reason of the said joint trade, and relating to the said copartnership, and of all and every such stock, ready money and things as concern or shall be employed in or about the same; and of the gains, profits and increase thereof, and also of the charges, damages and expences happening or accruing thereby; and likewise of all debts owing or payable by the said parties to these presents, for, upon, or in respect of the said joint trade and dealing, to the intent that it may appear how and in what state and condition they stand, in reference to the said copartnership and joint stock; and upon the finishing and perfecting every such account, the same shall be fairly written into two several books for that purpose to be provided, both of which said books shall be subscribed by both the said *A. B.* and *C. D.* and one of them so subscribed shall remain with the said *A. B.* and the other of them with the said *C. D.* which said accounts so passed and subscribed shall not be called into question, or be in anywise controverted, unless some manifest error or mistake shall plainly appear to have therein escaped their notice, and that the same error shall be discovered in the lifetime of both the said parties, and not otherwise. *Provided* always nevertheless, and it is expressly covenanted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of the said parties hereunto is hereby declared to be, that if either of the said parties shall die, during the continuance of the said copartnership, yet nevertheless no benefit of survivorship shall accrue unto, or be had or taken by the survivor of them, in anywise whatsoever; any law, usage or custom, or any thing herein before contained to the contrary thereof notwithstanding. But the one moiety of the ready money, stock and effects of the said copartnership, and the pro-

proceed thereof, shall come and be to the executors or administrators of such dying person, or such other person or persons as he shall otherwise dispose thereof to, and the other moiety thereof to the survivor. *And* it is further covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, that if any debts shall be owing by the copartners upon the said joint accounts, such surviving partner shall out of the ready money, or if there be not ready money, then as soon as money shall come in, and become due, satisfy and pay the same; *And* after all the debts shall be paid, then such survivor shall forthwith pay so much money, as the part, share, or dividend of the goods of such deceased partner shall amount unto, upon a valuation to be made of the stock, by two indifferent men of the said trade; the one to be chosen by the survivor, and the other by the person who shall have a right to the deceased's share, and shall also account for and pay one moiety of all the debts due to the copartnership, which he shall receive (he being first allowed his charges and expences in and about the getting in thereof) *And* it is hereby further covenanted and agreed by and between the said parties to these presents, that within one month next after the end or determination of the said copartnership, if both the said parties shall be living, a final account, partition and division shall be made and passed by and between the said copartners, for and concerning all such goods, monies and things, which shall be then due, owing and belonging unto the said joint stock and trade, or to the said parties to these presents, in respect thereof; and also of and for all such debts, dues, or sums of money as by reason of the said joint trade shall be contracted, and be by them owing to any person or persons; and likewise of and for all the gains and increase, damages and losses happening or accruing by, through, or in respect of the said joint trade or copartnership, so that the state thereof may appear, and how much thereof shall belong to each party; and then after all debts and sums of money owing on the account, or by virtue of the said copartnership, shall be discharged and paid,
(and

(and not before) the said *A. B.* his executors, administrators or assigns, shall have and take to his and their own proper use or uses, one moiety (the whole into two equal parts to be divided) of all the money, goods and things then in stock between them; *And* the said *C. D.* his executors, administrators or assigns, shall likewise then have and take to his and their own proper use or uses, the other moiety of the money, and the goods and things then in the stock between them. *And* it is further covenanted and agreed, that in case, at the end of the said copartnership, the money and stock shall not be sufficient to clear and discharge all the debts owing upon the account of the said copartnership, that then each of the said parties to the presents, his executors or administrators, shall pay one moiety thereof: *And* the said *A. B.* doth hereby covenant, grant and agree, to and with the said *C. D.* his executors, administrators and assigns, that he the said *A. B.* his executors or administrators, shall and will well and truly pay or cause to be paid one moiety thereof, and save and keep harmless the said *C. D.* his executors and administrators, of and from the same: *And* the said *C. D.* doth hereby covenant, promise, grant and agree, to and with the said *A. B.* his executors and administrators, that he the said *C. D.* his executors or administrators, shall and will pay, or cause to be paid the other moiety thereof, and also save and keep harmless the said *A. B.* his executors and administrators, of and from the same: *And* it is further agreed, that the copies or books of either of the said parties to these presents, which shall be printed during the continuance of the said copartnership, shall be for the benefit of the said joint stock, and be brought therinto; and in case the said parties to these presents shall not agree to the number of what shall be printed, or the prices to be sold at, or to any other matter relating thereunto, that then the same shall be determined by *E. F.* and *G. H.* citizens and stationers of *London*, who are hereby authorised to determine the same, and their determination is hereby agreed to be conclusive to the said parties to these presents, and each of them shall be compelled to perform the same by a
rule

rule of court of *King's Bench* at *Westminster*, pursuant to the statute in that case made and provided: *And lastly*, it is covenanted and agreed by and between the said parties to these presents, in manner aforesaid, that if any doubt, question or controversy shall arise between the said parties, for, about or concerning this present indenture of copartnership, or any clause, proviso or agreement herein comprised or contained, or any defect or want of explanation, or any matter or thing relating to his copartnership, then and as often as any said doubt, controversy or difference shall arise or happen, the same shall be referred to the determination of the said *E. F.* and *G. H.* (if they shall be then living); *And* in case of the death of either of them, then to two indifferent persons, to be nominated and chosen from time to time by the said parties to these presents, within ten days after such controversy shall arise or happen, (each of the said parties to choose one) or else by an umpire, to be nominated by the persons so chosen, in case the said persons cannot agree and compose the same; and that each of the said parties to these presents, and their respective executors and administrators, shall stand to, abide, perform and keep such order and determination therein, as *E. F.* and *G. H.* or the said two indifferent persons to be chosen as aforesaid, or the said umpire so to be chosen as aforesaid, shall make and give up; so as such order, judgment and determination of the said *E. F.* and *G. H.* or of two such indifferent persons, or umpire as aforesaid, of or concerning the premises, be from time to time made and set down in writing, under the hands and seals of the said *E. F.* and *G. H.* or of the said two indifferent persons, or of the said umpire, within ten days next after such doubt, question or controversy shall be referred to them or him as aforesaid; which said determination is hereby agreed to be conclusive to the said parties to these presents, and each of them shall be compelled to perform the same by rule of court of *King's Bench*, *Westminster*, pursuant to the said statute in that case made. *In witness, &c.*

A Charter-

A Charter-Party of Assignment.

THIS *Charter-Party* indented, made, concluded and agreed upon, the ——— day of ——— in the ——— year of the reign of ———, and in the year of our Lord, &c. between *A. B.* of, &c. master and owner of the ship or vessel called ———, of the burden of, &c. of the one part, and *C. D.* of, &c. of the other part, witnesseth, That the said *A. B.* for the consideration herein after mentioned, hath granted and to freight letten, and by these presents doth grant and to freight let, unto the said *C. D.* his executors, administrators and assigns, the whole tonnage of the hold, stem, sheets, and half deck of the said ship or vessel, from the port of *London*, to the port of ———, in a voyage to be made with the said ship in the manner following, (that is to say) the said *A. B.* is to sail with the first fair wind and weather that shall happen, next after the ——— day of ——— or before the ——— day of ——— next, from the said port of *London*, with the goods and merchandises of the said *C. D.* his factors or assigns, on board to ——— aforesaid, there to be delivered and discharged of her said cargo, within fifteen days next after her arrival for the end of the said voyage : *In consideration* whereof, the said *C. D.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *A. B.* his executors, administrators and assigns, and every of them by these presents, that he the said *C. D.* his executors, administrators, factors or assigns, shall and will well and truly pay, or cause to be paid, unto the said *A. B.* his executors, administrators and assigns, for the freight of the said ship or goods, the sum of, &c. [*Or thus*, 20*s.* a ton, for loading or unloading and taking in goods at ——— and ——— ports,] within one and twenty days after the said ship's arrival, and goods discharged at ——— aforesaid, for the end of the voyage ; and also shall and will pay for demorage, if any shall be by the default of him the said

C. D.

C. D. his factors or assigns, the sum of twenty shillings a day, daily and every day, as the same shall grow due: *And* the said A. B. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns, and every of them, by these presents, that the said ship or vessel shall be ready at the said port of *London*, at—key, to take in goods, by the said—day of—next coming; and within ten days after the said ship shall be ready at the said key as aforesaid, the said C. D. doth grant, promise and agree to have his goods ready and put on board the said ship, in order that she may proceed on her said voyage. *And* the said A. B. doth also covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns, that the said ship or vessel now is, and at all times during the said voyage shall be, to the best endeavour of the said A. B. his executors and administrators, at his and their own proper costs and charges, in all things made and kept stiff, staunch and strong, and well furnished and provided as well with men and mariners sufficient and able to sail, guide and govern the said ship, as with all manner of rigging, boats, tackle, apparel, furniture, provision and appurtenances fitting and necessary for the said men and mariners, and for the said ship, during the voyage aforesaid. *In witness, &c.*

A Letter of Licence to a Debtor.

TO all to whom these presents shall come, We E. F. of, &c. G. H. of, &c. [*Here name the several other creditors*] whose names are underwritten, and seals affixed, creditors of A. B. now or late of, &c. send greeting. *Whereas* the said A. B. on the day of the date hereof, is indebted unto us the said creditors in divers sums of money, which by reason of great losses and misfortunes he is not at present able to pay and satisfy without respite of time to be given him for that purpose: *Know ye therefore*, that we the said

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creditors, and every of us, do by these presents severally give and grant unto the said *A. B.* free licence, liberty and leave, and our sure and safe conduct, to come, go, and resort unto us and every of us, his said creditors, to compound and take order with us, and every one of us, for our and every of our said debts; and also go about his other business and affairs at his free will and pleasure, from the day of the date hereof, unto the full end and term of ——— next ensuing, without any let, suit, trouble, arrest, attachment, or other disturbance whatsoever, to be offered or done unto him the said *A. B.* his wares, goods, money or merchandises whatsoever, by us, or any of us, or by the executors, administrators, partners or assigns, of us or any of us, or by our or any of our means or procurement; *And* we the said creditors severally and respectively, each for himself, his executors and administrators, doth severally and apart, and not jointly, covenant, grant and agree, to and with the said *A. B.* his executors and administrators, and every of them by these presents, that if any trouble, vexation, wrong, damage, or hindrance, shall be done unto him the said *A. B.* either in his body, goods or chattels, within the said term of ——— from the date of these presents, by us, or any of us, contrary to the tenor and effect of this our licence, that then he the said *A. B.* his executors and administrators, shall be acquitted and discharged towards and against him and them, of us, his and their executors, administrators, partners and assigns, and every of them, by whom and by whose means he shall be vexed, arrested, troubled, imprisoned, attached, grieved or damnified, of all manner of actions, suits, quarrels, debts, duties and demands, either in law or equity whatsoever, from the beginning of the world, to the day of the date of these presents: *Provided* always nevertheless, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if all the said parties shall not subscribe and seal these presents, then and in such case, the liberty and licence hereby given and granted, and every clause, covenant, matter and thing therein contained, shall cease and be utterly

utterly void to all intents and purposes; any thing herein before contained to the contrary thereof in any-wise notwithstanding. *In witness, &c.*

A Composition with Creditors.

TO all to whom these presents shall come, We whose names are here under written, and seals affixed, creditors of *A. B.* of, &c. send greeting. *Whereas* the said *A. B.* doth justly owe, and is indebted unto us, his said several creditors, in divers sums of money; but by reason of many losses, great hindrances and other damages happened unto the said *A. B.* he is become utterly unable to pay and satisfy us our full debts, with such goods, wares and merchandises which he hath, which we the said creditors are unwilling to accept of, or anywise to intermeddle with the same; and therefore we the said creditors have resolved and agreed to undergo a certain loss, and to accept of five shillings for every pound owing by the said *A. B.* to us the several and respective creditors aforesaid, to be paid in full satisfaction and discharge of our several and respective debts: *Now know ye*, that we the said creditors of the said *A. B.* do for ourselves severally and respectively, and for our several and respective heirs executors and administrators, covenant, promise, compound and agree, to and with the said *A. B.* his executors and administrators, and to and with every of them by these presents, that we the said several and respective heirs, executors and administrators and assigns, shall and will accept, receive, and take of and from the said *A. B.* his executors and administrators, for each and every pound that the said *A. B.* doth owe and is indebted to us the said several and respective creditors, the sum of five shillings, in full discharge and satisfaction of the several debts and sums of money that the said *A. B.* doth owe and stands indebted unto us the said creditors respectively; so that the said sum of five shillings, to be paid for each and every pound that the said *A. B.* doth owe and standeth indebted unto us the said several and respective

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creditors,

creditors, be paid unto us the said several and respective creditors, our several and respective executors, administrators or assigns, within the time or space of six months next after the date of these presents: *And* we the said several and respective creditors do severally and respectively, for ourselves, our several and respective heirs, executors, administrators, and assigns, covenant, grant, promise and agree, to and with the said *A. B.* his executors and administrators, that he the said *A. B.* his executors, administrators, and assigns, shall and may from time to time, and at all times within the said term or space of six months next ensuing the date hereof, assign, sell, or otherwise dispose of his said goods and chattels, wares and merchandises, at his and their own free will and pleasure, for and towards the payment and satisfaction of the said five shillings for every pound the said *A. B.* doth owe and is indebted as aforesaid, unto us the said respective creditors; *And* that neither we said several and respective creditors, or any of us, nor the executors, administrators or assigns of us, or any of us, shall or will, at any time or times hereafter, sue, arrest, molest, trouble, imprison, attach, or condemn the said *A. B.* his executors or administrators, or his or their goods and chattels, for any debt or other thing now due and owing to us, or any of us his respective creditors aforesaid; so as the said *A. B.* his executors or administrators, do well and truly pay, or cause to be paid unto us his said several and respective creditors, the said sum of five shillings for every pound he doth owe and standeth indebted unto us respectively within the said time or space of six months next ensuing the date hereof. *In witness, &c.*

Protections.

By a Peer.

K NOW *All Men* by these presents, That *J. T.* Lord *A. Baron, &c.* have employed and retained the bearer hereof, *C. D. gent.* as my servant, in and about my affairs and occasions of ——— during this

this present session of parliament; and I do hereby will and require all persons to forbear to arrest, attach or imprison him the said *C. D.* but to permit and suffer him peaceably and quietly to go about his business aforesaid at his pleasure, without any molestation or disturbance, as they will answer the contrary at their peril. Given under my hand and seal, the ——— day of ———, 1772.

By a Member of Parliament.

FOrasmuch as I have special occasion to employ the bearer hereof *R. C.* my servant, in and about my business and occasions during this present session of parliament; these are therefore to will and require you to forbear to arrest, attach or imprison him the said *R. C.* but to permit and suffer him peaceably and quietly to go about his business at his will and pleasure, during this present session, without any suit, arrest, or disturbance, as you will answer the contrary at your peril. Given under my hand and seal, &c.

By a Foreign Minister.

I *A. B. des Corte*, resident from his Majesty the king of *D.* at the court of *Great Britain*, do hereby certify whom it may concern, that the bearer hereof, *C. D.* gentleman, is my domestic servant, in quality of secretary; and therefore all officers, civil and military, are hereby required not to arrest, molest, or trouble the said *C. D.* as they will answer the contrary at their peril, in pursuance of the act of parliament made and passed in that behalf. Given under my hand and seal this ——— day of ———

A. B. de C.

To all mayors, sheriffs, under-sheriffs,
marshals, officers, and all others
whom it doth or may concern.

A Revocation of a Protection.

WHEREAS I F. J. have granted a protection under my hand and seal unto R. C. bearing date on or about the, &c. last past, to endure for the time of this present parliament: Now these presents witness, That for divers good causes and considerations me moving, I do hereby revoke, annul and make void the said protection to all intents and purposes whatsoever, so as the said R. C. shall not from henceforth have any benefit, privilege or advantage thereby, but be therefrom utterly debarred and excluded for ever by these presents. *In witness, &c.*

Separation.

Between a Man and his Wife.

THIS indenture of three parts, made, &c. between G. G. of — of the first part, A. his wife of the second part, and B. (a trustee) of the third part. *Whereas, &c. (Recital of the settlement before marriage.) And whereas* some unhappy differences have lately arisen between the said G. G. and the said A. his wife, and they have mutually agreed to live separate and apart from each; and previous to such separation, he the said G. G. hath consented thereto, and also proposed and agreed, that he out of his own proper monies would allow and pay to the said A. his wife, during the term of her natural life, for her better support and maintenance, (over and above the provision made and settled upon her the said A. for her separate use by the above recited indenture of settlement) one annuity or yearly sum of 100 l. clear of all taxes, charges, and deductions whatsoever, payable to her in such manner as herein after is mentioned, (subject nevertheless to the proviso herein after contained, touching the payment of the said annuity) And also, that in case the said A. his wife should die before him the said G. G. that then the said G. G. should pay to her executors the sum of 10 l. towards her funeral charges;

charges; and that the said G. G. would hereby ratify and confirm the herein before recited settlement in such manner as hereafter is mentioned: *Now this indenture witnesseth*, That the said G. G. in pursuance of his aforesaid proposal and agreement, doth hereby for himself, his executors, administrators, and for every of them, covenant, promise, and agree to and with the said B. (*the trustee*) his executors, administrators and assigns; and doth also agree with the said A his wife, in manner and form following, (that is to say) That it shall and may be lawful to and for the said A. his wife, and that he the said G. G. shall and will permit and suffer her the said A. from time to time, and at all times from henceforth, during her natural life, to live separate and apart from him, and to reside and be in such place and places, and in such family and families, and with such relations, friends, and other persons, and to follow and carry on such trade and business, as she the said A. from time at her will and pleasure (notwithstanding her present coverture, and as if she were a *feme sole* and unmarried) shall think fit; and that he the said G. G. shall not nor will at any time or times hereafter sue her the said A. in the ecclesiastical court, or any other court, for living separate and apart from him; or compel her to cohabit with him, or to sue, molest, disturb, or trouble her for such living separate and apart from him, or any other person or persons whatsoever, for receiving, harbouring or entertaining her; nor shall or will without the consent of the said A. visit her, or knowingly come into any house or place where she shall or may dwell, reside or be; nor send or cause to be sent any letter or message to her; nor shall or will at any time hereafter claim or demand any of the monies, rings, jewels, plate, clothes, linen, woollen, household goods, or stock in trade, which she the said A. now hath in her custody, power or possession, or which she shall or may at any time hereafter, buy or purchase, or which shall be devised or given to her, or shall otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same, as if she were a *feme sole* and unmarried. *And further*, That he the said G. G. his executors or

administrators, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said *A.* his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of _____ of lawful, &c. free and clear of all taxes, charges and deductions whatsoever; the said annuity or yearly sum of _____ to be paid and payable to her the said *A. G.* and her assigns, during her natural life, at or upon the four most useful feasts or quarter days, *viz.* on, &c. or within ten days next after each of the said quarter days by four equal parts; the first quarterly payment thereof to begin and be made on _____ next, or within _____ days then next following. *In* consideration of which said 100 *l.* per ann. so hereby made payable to her the said *A. G.* in manner as aforesaid, ~~and of the provision so made for her by the said recited indenture of settlement in manner as aforesaid,~~ she the said *A. G.* doth hereby agree to accept and take in full satisfaction for her support and maintenance, and all alimony whatsoever during her coverture. *Provided always,* and it is hereby expressly agreed and declared by and between all the parties herunto, and the true intent and meaning of them and these presents is and are, that in case he the said *G. G.* his executors or administrators shall at any time hereafter be obliged to, and shall actually pay any debt and debts which she the said *A.* his wife shall at any time hereafter during her present coverture, contract with any person or persons whatsoever, that then and in such case it shall and may be lawful to and for the said *G. G.* his executors and administrators, to deduct, retain, and reimburse to him and themselves out of the said annuity or yearly sum of 100 *l.* so hereby made payable to her the *A.* as aforesaid, all and every such sum and sums of money, as he or they shall be obliged to, and shall so actually pay for or on account of such debt or debts to be by her the said *A.* at any time hereafter so contracted as aforesaid, together with all costs, charges, and damages, which he or they shall or may pay or sustain on account thereof; any thing herein contained, &c. *And lastly,* The said *G. G.* (in pursuance

fuance and full performance of his said recited agreement, and divers other good and valuable causes and considerations him thereunto especially moving) *hath*, and by these presents *doth* absolutely establish, ratify and confirm as well the said herein before recited indenture of assignment and settlement made of the said personal estate of the said *A.* his wife, and of the said 100*l.* and gold watch by the said *G. G.* and *A.* his wife, so thereby respectively assigned to them the said *G. T.* and *J. B.* (*the trustees*) as aforesaid; and also all and every the several trusts, uses, declarations, conditions and agreements in the same indenture mentioned, limited, expressed and declared of and concerning the same respectively. *In witness, &c.*

Of Conveyances of Lands by Lease and Release, Feoffment, &c.

THE common conveyance of estates of inheritance, now in use, is a lease and release. The lease, or bargain and sale, must be made for one year, to commence from the day before the date thereof, and must bear date the day before that of the release: and though both those deeds make but one conveyance in law, and are executed at the same time, yet the bargain and sale must be first executed, a possession being thereby directly conveyed to the purchaser or releasee; and by that means livery and seisin, which was necessary to be made on the former method of conveying estates, *viz.* by feoffment, is fully supplied.

If a deed of conveyance expresses a consideration of money, upon a purchase, this is no proof upon the trial, that the money expressed was really paid; but proof must be made of it by witnesses. 1 *Styl. Rep.* 462. 2 *William's Rep.* 295. Wherefore it seems highly necessary, that the witnesses to the receipt on the back of the deed should have written, before they come to subscribe, to this purpose, *viz.* (*Witness to the payment of the money*) in case they actually saw the money paid. See the receipt under title *Release*.

A Bargain and Sale for a Year.

THIS indenture made the — day of — in the — year of the reign of — and in the year — between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, *witnesstb*, that the said *A. B.* for and in consideration of the sum of five shillings of lawful money of *Great Britain* to him in hand paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, *hath* granted, bargained and sold, and by these presents *doth* grant, bargain and sell unto the said *C. D.* his executors, administrators and assigns, *All* that messuage, &c. [*Here mention the premises that are to be sold*] and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, with the appurtenances; *To have and to hold* the said messuage, &c. lands, hereditaments and premises above granted, bargained and sold, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his executors, administrators and assigns, from the day before the day of the date hereof, for and during, and until the full end and term of one whole year from thenceforth next ensuing, and fully to be complete and ended; *Yielding* and paying therefore one pepper-corn, at or upon the feast day of *St. Michael* next ensuing the date hereof, if the same shall be lawfully demanded: *To the intent*, that by virtue of these presents, and by force of the statute made for transferring of uses into possession, he the said *C. D.* may be in the actual possession of all and singular the said premises above bargained and sold, with the appurtenances, and be thereby enabled to take and accept of a grant and release of the reversion and inheritance thereof to him and his heirs, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, [*If the release be to trustees to uses, say,* and be thereby enabled to take and accept of a grant and release of the reversion and inheritance thereof, to them and their heirs, to, for and upon such

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such uses, intents and purposes, as in and by the said grant or release shall be thereof directed or declared.]
In witness, &c.

A Release of an Estate.

THIS indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, *witnesseth*, That the said *A. B.* for and in consideration of the sum of ——— of lawful money of *Great Britain*, to him the said *A. B.* in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom, and from every part and parcel thereof doth acquit, release, exonerate, and for ever discharge the said *C. D.* his heirs executors and administrators, and every of them, by these presents, *both* granted, bargained, aliened, released and confirmed, and by these presents *doth* grant, bargain, sell, alien, release and confirm unto the said *C. D.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made, for one whole year, by indenture, bearing date the day next before the day of the date of these presents, and by force of the statute made for the transferring of uses into possession) and to his heirs and assigns, *All* that messuage, &c. together with all houses, outhouses, edifices, buildings, orchards, gardens, lands, meadows, commons, pastures, and common of pasture, feedings, woods, underwoods, ways, paths, waters, watercourses, easements, profits, commodities, advantages, emoluments and hereditaments whatsoever, to the said messuage, &c. belonging, or in anywise appertaining, or which to and with the same now are, or at any times heretofore have been held, used, occupied, accepted, reputed, taken or known, as part, parcel or member thereof, or of any part thereof; And the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, with the appurtenances; And also all the estate, right, title,

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interest,

interest, property, claim and demand whatsoever in law or equity of him the said *A. B.* of, in, and to all and singular the said premises abovementioned, and of, in, and to every part and parcel thereof, with the appurtenances; And also all deeds, evidences and writings touching or concerning the said premises only, or only any part thereof, together with true copies of all other deeds, evidences and writings, which do concern the said premises, or any part thereof, jointly with any other lands or tenements, now in the custody or possession of him the said *A. B.* or which he can or may get or come by without suit in law or equity; the same copies to be made, taken and written at the proper costs and charges of the said *C. D.* his heirs and assigns; *To have and to hold* all and singular the said messuages or tenements, lands, hereditaments and premises above, in and by these presents released and confirmed, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* his heirs or assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever: And the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, grant, promise and agree, to and with the said *C. D.* his heirs and assigns, that he the said *A. B.* now is the true, lawful and rightful owner of all and singular the said messuages, &c. hereditaments and premises abovementioned, and of every part and parcel thereof, with the appurtenances; And also that he the said *A.* at the time of the sealing and delivery of these presents, is lawfully and rightfully seised in his own right, of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the said premises abovementioned, with the appurtenances, without any manner of condition, mortgage, limitation of use or uses, or other matter, cause or thing whatsoever, to alter, change, charge or determine the same; And also that the said *A. B.* hath good right, full power and sufficient authority in the law, to grant, release, convey and confirm all and singular the said messuage, &c. hereditaments and premises above granted and released, with
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the appurtenances, unto the said *C. D.* his heirs and assigns, to the only proper use and behoof of the said *C. D.* his heirs and assigns for ever, according to the true intent and meaning of these presents; *And* also that he the said *C. D.* his heirs and assigns, shall and may at all times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. hereditaments and premisses aforesaid, with the appurtenances, and every part and parcel thereof, without the lawful let, suit, trouble, hindrance, molestation, interruption, eviction or disturbance of him the said *A. B.* his heirs or assigns, or of any other person or persons lawfully claiming or to claim, by, from, or under him, them, or any of them; *And* that freed and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other gifts, grants, leases, mortgages, jointures, dowers, uses, wills, entails, fines, post fines, issues, amerciaments, seifures, bonds, annuities, writings obligatory, statutes merchant, and of the staple, recognisances, extents, judgments, executions, rents and arrearages of rent, and of and from all other charges, estates, right, titles, troubles and incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *A. B.* or his heirs, or any other person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them. *And further*, that he the said *A. B.* his heirs, and all and every other person and persons, and his and their heirs, having or lawfully claiming any estate, right, title or interest, of, in, or to the said premisses above in and by these presents released and confirmed, or any part thereof, by, from, or under him, them, or any of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges in the law of the said *C. D.* his heirs or assigns, make, do, seal and execute, or cause or procure to be made, done, sealed and executed, all and every such further and other lawful and reasonable act and acts, thing and things, device

and devices, conveyance and conveyances, assurance and assurances in the law whatsoever, for the further, better and more perfect granting, conveying, releasing, confirming and assuring of all and singular the premises aforesaid, with the appurtenances, and every part and parcel thereof, unto the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, as aforesaid, as by the said C. D. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, and the true intent and meaning hereof also is, and it is hereby declared so to be, that all and every fine and fines, recovery and recoveries, assurance and assurances, conveyance and conveyances in the law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the said parties to these presents, or either of them, or by or between the heirs or assigns of the said parties, or either of them, or any other person or persons whatsoever, of the said premises above released and confirmed, as aforesaid, with the appurtenances, or any part thereof, either alone or by itself, or jointly with any other lands, tenements or hereditaments, *shall be* and enure, and shall be adjudged, deemed and taken to be and enure, as for and concerning all and singular the said premises abovementioned, with the appurtenances, to and for the only proper use and behoof of the said C. D. his heirs and assigns for ever, according to the true intent and meaning of these presents, and to and for no other use, intent or purpose whatsoever. *In witness, &c.*

A Conveyance by Feoffment, with a Letter of Attorney to grant Livery and Seisin.

THIS indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, *witneseth*, That for and in consideration of the sum of, &c. to the said *A. B.* in hand well and truly paid, &c. [*As before in the release*] he the said *A. B.* hath granted, bargained, sold, aliened, enfeofed and confirmed, and by these presents doth grant, bargain, sell, alien and confirm unto the said *C. D.* his heirs and assigns, *All that*, &c. and the reversion and reversions, &c. [*Here go on as in the release, until you come to To have, &c.*] *To have and to hold* the said, &c. unto the said *C. D.* his heirs and assigns, to the only proper use and behoof of him the said *C. D.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And the said *A. B.* for himself, &c. [*Here go throughout the whole covenants in the release*]. And lastly, The said *A. B.* hath made, constituted and appointed, and by these presents doth make, constitute and appoint *E. F.* of, &c. and *G. H.* of, &c. his true and lawful attornies, jointly, and either of them severally, for him and in his name, place and stead, to enter into the said, &c. and premises, with the appurtenances hereby granted and conveyed, or mentioned or intended so to be, or into some part thereof in the name of the whole, to enter, and full and peaceable possession and seisin thereof, for him, and in his name and stead to take and have; and after such possession and seisin thereof taken and had, the like full and peaceable possession and seisin thereof, or of some part thereof, in the name of the whole, unto the said *C. D.* or to his certain attorney, for that purpose authorised, to give and deliver; *To hold* unto him the said *C. D.* his heirs and assigns for ever, according to the true intent and meaning of these presents; the said *A. B.* hereby ratifying, confirming and allowing all and whatsoever his said attorney or attornies, or either of them, shall lawfully do in the premises. *In witness, &c.*

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The Method of giving Livery and Seisin.

WHERE possession and seisin is to be given of lands, the feoffor, or person that grants, or some by his deed authorised, going upon any part of the land granted, delivers to the feoffee, or him to whom the grant is made, or to some by his deed authorised to receive the same, a gold ring, or any other thing, but usually a piece of clod or turf cut out of the land, and delivering it into the hands of the person that is to receive the possession, and also holding in his other hand the deed of feoffment executed, expresses himself thus, *viz.* I A. B. [If the feoffor gives seisin,] *do hereby deliver unto you* C. D. [If the feoffee receives it,] *possession and seisin of the messuage or tenements, lands and hereditaments by this deed granted, To hold to you, your heirs and assigns for ever, according to the purport, true intent and meaning of the said deed.*

Where the livery and seisin is to be given of a house, the feoffer takes the ring, the key, or other thing belonging to the door, and delivers the same to the feoffee, the feoffor and feoffee both holding the deed of feoffment and the ring, or other thing of the door, and the feoffor uttering these words, *I A. B. do here deliver you possession and seisin of this house, according to the tenor and effect of this deed.*

If the livery be given by a person authorised, then say, *I, [mentioning the attorney's name] by virtue of the authority to me in that behalf given by A. B. in and by this letter of attorney [He holding the letter of attorney in his hand, along with the deed of feoffment; but in case the letter of attorney be inserted in the deed itself, then say, in and by this deed] do hereby, &c.*

A Memorandum of Livery and Seisin given by an Attorney appointed, how indorsed.

BE it remembered, That on the ——— day of ——— in the year ——— full, quiet and peaceable possession and seisin was had and taken of the messuage, &c. within mentioned by ——— one of the attornies within named, and by him delivered over unto the within named ———; *To hold*, &c. according to the purport, intent and meaning of the within written indenture, [But if the letter of attorney be a separate deed from that of the feoffment, then say, indenture or deed within mentioned] in the presence of

L. M.

Of Fines and Recoveries.

A Fine is a conveyance upon record, for assuring of lands, &c. Fines are distinguished into four sorts. 1. A fine *Sur cognizance de droit come ceo*, &c. (that is to say) an acknowledgment of the right, as it is, &c. which is esteemed the principal and surest kind of fine, and gives present possession to the cognizee, (the person to whom it is acknowledged) so that the estate thereby becomes immediately vested in the cognizee to such uses as are declared. 2. A fine *sur done, grant & render* (that is to say) on gift, grant and render, usually called a double fine, whereby the cognizee grants or renders the lands, &c. back again. 3. A fine *Sur concessit* (that is to say) on grant, which is where the cognizor, the person that acknowledges the fine, has no freehold therein, but what passes by the fine; wherefore this being a fine to be executed, there must be an entry on the lands, &c. or a writ of possession, in law termed *Habere facias seisinam*. 4. A fine *Sur cognizance de droit tantum* (that is to say) on acknowledgment of the right only, which is much of the same

same nature with that of a fine *Sur concessit*, but commonly used to pass a reversion. 2 *Inst.* 513.

When a feme covert (*a married woman*) levies a fine with her husband, she must be examined apart from him, without which the fine cannot pass. *Stat.* 18 *Ed.* 1 *Stat.* 4.

The heirs of cognizors claiming under their ancestors title, may be presently barred by a fine; but it is not so in respect to strangers and such as are not privies in blood, who have five years allowed them to make entry and claim: Infants after they come of age, feme coverts after the decease of their husbands, prisoners after enlargement, strangers out of the kingdom, after their return; and madmen, after being cured, &c. *Co. Lit.* 319. And no future interest can by a fine be barred, until five years after its coming in being. *Raym.* 151.

A fine will bar the heirs in tail, but not those in remainder or reversion, whilst a common recovery bars them all. This common recovery is defined to be a formal act by consent, used for the better settling and assuring of lands, &c. upon any man, wherein the recovery in value of supposed recompence for him who loseth his land, is but a fiction in law.

In the suffering or prosecuting of a common recovery, there is a demandant called the recoveror, *the person that recovers*, and a tenant called the recoveree, *the person from whom it is recovered*; and one that is called to warrant on a supposed warranty, who is called the common voucher, or the person that warrants. The demandant is supposed to come into court, and the common vouchee to make default, and withdraw in contempt of the court, whereupon judgment is entered, that the demandant shall recover against the defendant or tenant in tail, and he to recover in value against the common vouchee. These recoveries are either with single, double, or treble vouchers. The intent of one with single voucher, is to bar the tenant and his heirs of such estate tail, which is then in him, and to destroy the estate which others have in reversion or remainder, dependant upon the same, and

and of all leases and incumbrances derived out of such reversions, &c. *Noy* 81. A recovery with double voucher, is to bar the first vouchee and his heirs of every such estate as at any time was in him or any of his ancestors, whose heir he is of such estate, and all others of such right to a remainder or reversion, as was thereupon dependent, and of all leases and incumbrances derived out of such reversion or remainder; and that will be also a perpetual bar of such estate. *Noy* 28, 82.

A recovery with treble voucher is to make a perpetual bar of the estates of the tenant, and of every such estate of inheritance as at any time had been in the first or second vouchee, or any of them, whose heirs he or they are of such estate; and as well of the reversion or remainders thereupon depending, as also of all leases, estates, charges and incumbrances, derived out of any such present estate, reversion or remainder. *Noy* 82.

As fines and recoveries are a bar to and dock the respective estates already mentioned, so by indentures to lead the uses thereof, new estates and entails are limited and created, subject to farther fines and recoveries.

A Deed to lead the Uses of a Fine.

THIS indenture made, &c. between *A. B.* of, &c. and *M.* his wife, of the one part, and *C. D.* of, &c. of the other part, *witnesseb*, that for and in consideration of the sum of, &c. to the said *A. B.* and *M.* his wife, or the one of them, in hand well and truly paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof the said *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit, release, exonerate and for ever discharge the said *C. D.* his heirs, executors, administrators and assigns, and every of them, by these presents, he the said *A. B.* hath covenanted, granted, promised and agreed, and by these presents, for himself and the said

said *M.* his wife, his, their and either of their heirs, executors and administrators, and every of them, doth covenant, grant, promise and agree to and with the said *C. D.* his heirs and assigns, that he the said *A. B.* and *M.* his wife, shall and will before the end of — term next ensuing the date of these presents, in due form of law, acknowledge and levy before his majesty's justices of his majesty's court of Common Pleas at *Westminster*, unto the said *C. D.* his heirs and assigns, one or more fine or fines, *Sur cognizance de droit come ceo*, and so forth, with proclamations to be thereupon had, according to the form of the statute in that case made and provided, of *all* that messuage, &c. [*Here describe the premises.*] And the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises above-mentioned, and every part and parcel thereof, with the appurtenances, by such name and names, quantity and number of messuages, acres and things, and in such manner and form, as by the said *C. D.* his heirs or assigns, or by his or their counsel learned in the law, shall be reasonably advised, devised and required. And it is hereby declared and agreed by and between all and every the said parties to these presents, that the said fine or fines so to be had, and levied, in manner as aforesaid, and all and every other fine and fines already had, or hereafter to be had, levied, sued or prosecuted, of or concerning the said premises, above mentioned, or any part or parcel thereof, by itself, or jointly with any other lands, tenements or hereditaments, by or between the said parties to these presents, or any or either of them, or of any other person or persons who shall be parties or privies thereto, shall be and enure, and shall be adjudged, deemed and taken to be and enure, and are hereby declared by and between all the parties to these presents to be and enure, *To the only proper use and behoof of the said C. D.* his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. *In witness, &c.*

A Deed to lead the Uses of a Recovery.

THIS indenture of three parts, made, &c. between *A. B.* of, &c. of the first part, *C. D.* and *E. F.* of the second part, and *G. H.* and *J. K.* of the third part, *witnessth*, that the said *A. B.* for the docking, barring and cutting off of all estates tails, and remainders in tail, of and in the messuages, &c. herein after particularly mentioned, and for the settling and assuring of the same, to and for the uses, intents and purposes herein after limited, expressed and declared; and also in consideration of the sum of five shillings to him the said *A. B.* in hand paid by the said *C. D.* and *E. F.* or the one of them, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations him the said *A. B.* thereunto moving, *hath* granted, bargained, sold, aliened, released and confirmed, and by these presents *doth* grant, &c. unto the said *C. D.* and *E. F.* (in their actual possession, now being by virtue of, &c.) [*Here go on as before in the release*] and to their heirs and assigns, *All* that messuage, &c. [*Here describe the premises*] and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, with the appurtenances; *To have and to hold* the said messuage, &c. and premises above mentioned, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* and *E. F.* their heirs and assigns for ever, *To the intent* and purpose that the said *C. D.* and *E. F.* shall and may become perfect tenants of the freehold of the said messuage, &c. and premises, with the appurtenances, and shall and may stand and be seised thereof until a good and perfect recovery, with double vouchers over, may be duly had, suffered and executed, of the said messuage, &c. according to the course of common recoveries, for the assurance of lands and tenements in such cases used and accustomed; and thereupon it is covenanted, granted, con-

concluded and agreed upon, by and between all the said parties to these presents, for themselves, their and every of their heirs, by these presents, in manner following, (that is to say) That the said C. D. and E. F. shall and will before the end of *Michaelmas* term next coming, permit and suffer the said G. H. and J. K. to sue forth and prosecute against them the said C. D. and E. F. one writ of entry *Sur disseisin en le poest*, returnable before his Majesty's justices of the court of Common Pleas at *Westminster*, thereby demanding against the said C. D. and E. F. the said messuage, &c. hereditaments and premisses, with the appurtenances above, in and by these presents granted, bargained, sold, released and confirmed, as aforesaid, by such name or names, number of acres, quantities, qualities, terms and descriptions in the said writ to be contained, and in such manner and form, as by counsel learned in the law shall be advised; unto and upon which said writ of entry, so to be prosecuted and sued forth, the said C. D. and E. F. shall appear *gratis*, and vouch to warranty the said A. B. which said A. B. shall appear either in person or by attorney lawfully authorised, and enter into warranty; and after his entry into warranty shall vouch over the common vouchée, [*The common vouchée here named, is commonly the bag-bearer to the Custos Brevium of the Common Pleas*] who shall likewise appear and imparle, [*That is to say, crave a day to answer,*] and afterwards make default, and depart in contempt of the court, so that judgment may be thereupon given for the said G. H. and J. K. to recover the said messuage, &c. hereditaments and premisses, against the said C. D. and E. F. to recover in value against the said A. B. and for the said A. B. to recover in value against the common vouchée; to the end, that one good and perfect common recovery, with double voucher, may be thereupon had and suffered, and all and every other thing be done and perfected, needful, necessary and convenient for the having and suffering the same recovery, according to the usual course of common recoveries, for the assurance of lands or tenements in such cases used:

And

And the same recovery is also to be executed by one writ of *habere facias seisinam* accordingly. And it is hereby further covenanted, granted, concluded and agreed upon, by and between all the said parties to these presents, for themselves and every of them, their and every of their heirs, that the said recovery, so as afore-said, or in any other manner, to be had or suffered of the said messuage, &c. hereditaments and premises, with the appurtenances, shall be and enure, and shall be adjudged, deemed and taken to be and enure, and it is hereby meant, declared and intended to be and enure, to the only proper use and behoof of the said G. H. and J. K. their heirs and assigns, and to and for no other use, intent or purpose whatsoever: And the said A. B. and C. D. and each of them, for himself severally and apart, and not jointly, and for his several and respective heirs and assigns, severally and apart, and not jointly, covenant and grant, to and with the said G. H. and J. K. their heirs and assigns, that they the said A. B. and M. his wife, and the said C. D. and E. his wife, are, or some or one of them now is, &c. [*Here insert the covenant, that the covenantors are seised in fee, as before directed in the conveyance by release*] And also that they the said G. H. and J. K. their heirs [*Here the covenants for quiet enjoyment and further assurance.*] In witness, &c.

A Marriage Settlement.

THIS indenture of three parts, made, &c. between A. B. of, &c. of the first part, C. D. of, &c. and E. F. of, &c. of the second part, and M. D. of, &c. daughter of the said C. D. of the third part, witnesseth, that for and in consideration of a marriage intended (by God's permission) to be shortly had and solemnised between the said A. B. and the said M. D. and of the sum of—of lawful money of Great Britain, to be had and received by the said A. B. as a marriage portion with the said M. D. and for that a competent jointure may be had, made and provided for the said M. D.

M. D. (in case the said marriage shall take effect) and for the settling and assuring the messuages, lands, tenements and hereditaments herein after mentioned, to and for the several uses, intents and purposes hereafter limited and declared, pursuant to the agreement made upon the contract of the said intended marriage, he the said *A. B.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, &c. unto the said *C. D.* and *E. F.* (in their actual possession, &c.) [*Here go on as in the conveyance by release.*] their heirs and assigns, All those messuages, &c. [*Here describe the premises, and afterwards add the usual general clauses following them, which see in the release.*] To have and to hold the said messuages, &c. hereditaments and premises above granted, released and confirmed, and every part and parcel thereof, with the appurtenances, unto the said *C. D.* and *E. F.* their heirs and assigns, to and for the several uses, intents and purposes herein after mentioned, limited, expressed and declared, (that is to say) to the use and behoof of the said *A. B.* and his heirs, until the said marriage between him and the said *M. D.* his intended wife, shall be had and solemnised; and from and after the solemnization thereof, to the use and behoof of the said *A. B.* and his assigns, for and during the term of his natural life, without impeachment of waste; and from and after the determination of that estate, to the use and behoof of the said *C. D.* and *E. F.* and their heirs, for and during the natural life of the said *A. B.* in trust to preserve and support the contingent remainders herein after limited from being defeated and destroyed; and for that purpose to make entries, and bring actions, as the case shall require; yet nevertheless in trust to permit and suffer the said *A. B.* and his assigns, to receive and take the rents, issues and profits thereof, to his and their own proper use and benefit, during his natural life; and from and after the decease of him the said *A. B.* to the use and behoof of the said *M. D.* his said intended wife, and her assigns, for and during the term of her natural life, for her jointure, and in full satisfaction of her dower or thirds, which she may claim

claim to have in any lands, tenements or hereditaments, whereof or wherein he the said *A. B.* shall at any time during his life be seised of any estate of inheritance; and from and after the decease of the said *A. B.* and *M. D.* his said intended wife, and the survivor of them, to the use and behoof of the heirs male of the body of the said *M. D.* by the said *A. B.* her intended husband, lawfully to be begotten; and for want of such issue, to the use and behoof of the said *C. D.* and *E. F.* their executors, administrators and assigns, for and during the term of five hundred years thence next following, and fully to be complete and ended, without impeachment of or for any manner of waste, upon the trusts, and to and for the several uses, intents and purposes herein after declared, of and concerning the same term. And from and after the expiration, or other sooner determination of the said term of five hundred years, to the use and behoof of the said *A. B.* his heirs and assigns for ever. *Provided* always, and it is hereby declared, covenanted and agreed, by and between the said parties to these presents, that the said term of five hundred years, so limited to them the said *C. D.* and *E. F.* their executors, administrators and assigns, as aforesaid, is upon this condition, that if the said *A. B.* shall happen to die without issue male by him begotten on the body of the said *M. D.* his said intended wife, or shall leave issue male; and such issue male shall happen to die before he shall attain the age of twenty-one years, without issue male; and that in either of the said cases there shall happen to be one or more daughter or daughters of their bodies begotten; that then and in such case, if the said *A. B.* his heirs or assigns, do and shall well and truly pay, or cause to be paid to such daughter or daughters respectively, at her and their respective ages of twenty-one years, or days of marriage, which shall first happen, the several portions following, (that is to say) if it shall happen there shall be but one such daughter, then the sum of—only, for the portion of such daughter, to be paid her at her said age of twenty-one years, or day of marriage, which shall first happen, with
in-

interest therefore in the mean time, after the rate of 5 *l. per centum, per annum*; and if any such daughter or daughters shall happen to die unmarried, before her or their portion or portions shall become payable, as aforesaid, then the portion or portions of her or them so dying, shall go and be paid to the survivor or survivors of them, equally to be divided amongst them, share and share alike, (to be paid at the same time as the original portions should or ought to become payable, as aforesaid, in case they had been living) so as no one such daughter shall have for her portion, by survivorship, or otherwise, by virtue of the said term of five hundred years, above the sum of —; and in case there shall be no such daughter, who shall live to be married, or attain the said age of twenty one years, that then in either of the said cases so happening, the same term shall cease, determine, be null and void; any thing herein contained to the contrary thereof in anywise notwithstanding. And the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, grant, promise and agree, to and with the said *C. D.* and *E. F.* their heirs and assigns, and every of them, by these presents, that the said messuages, &c. hereditaments and premises, with the appurtenances above released and confirmed, as aforesaid, shall and may from henceforth for ever hereafter, be, remain and continue to and for, and upon the several uses, trusts, intents and purposes, and under and subject to the several limitations and agreements aforesaid, according to the true intent and meaning of these presents; And further that he the said *A. B.* his heirs, &c. [*Here insert a covenant for further assurance, as before in the conveyance by release.*] *Provided also*, and it is hereby declared, covenanted and agreed upon, by and between all and every the said parties to these presents, That it shall and may be lawful to and for him the said *A. B.* during his life, and after his death, for the said *M. D.* his said intended wife, during her life, in case the said intended marriage shall take effect, by any writing or writings under his or her hand and seal respectively,

attested

attested by two or more credible witnesses, and not otherwise, to make any lease or leases, demise or grant of all or any part or parts of the said messuages, &c. to any person or persons whatsoever, for the term of twenty-one years, or for any other term or numbers of years, not exceeding twenty years, so as such lease or leases, demise or grant for years be made to commence and take effect in possession, within one year after the date thereof; and so as upon all and every such lease or leases, demises or grants for years to be made by the said *A. B.* and *M. D.* his said intended wife, respectively, there be reserved payable yearly, during the continuance thereof, the best and most improved yearly rents, which at the time of making thereof can or may be gotten for the same; and so as in every such lease there be contained a clause of re-entry for non-payment of the rent or rents thereby to be reserved; and so as the lessee and lessees, to whom such lease or leases shall be made, do seal and deliver counterparts of such lease or leases; any thing herein contained to the contrary hereof notwithstanding.
In witness, &c.

*A Deed of Partition between three Coparceners,
Cobereffes.*

THIS indenture of three parts made, &c. between *A. B.* of, &c. one of the daughters of *G. B.* late of, &c. deceased, of the one part, *C. D.* of, &c. another of the daughters of the said *G. B.* deceased, of the second part, and *D. B.* of, &c. also another of the daughters of the said *G. B.* deceased, of the third part. Whereas the said *G. B.* late father of the said *A. B. C. B.* and *D. B.* died seised in his demesne as of fee, of and in all those messuages, &c. without leaving behind him any male heir of his body lawfully begotten, or making any disposition of the said premises, or any part thereof, whereby and by which means, all and singular the said messuages, &c. and other the real estate of the said *G. B.* deceased, re-
I de-

descended and come unto the said *A. B. C. B.* and *D. B.* his said daughters: *Now this indenture witnesseth*, That the said *A. B. C. B.* and *D. B.* have made partition, and by these presents do make a full, perfect and absolute partition of the said messuages, &c. to and amongst them the said *A. B. C. B.* and *D. B.* in three parts, in manner and form following. (that is to say) that she the said *A. B.* her heirs and assigns, shall have, hold and enjoy, to the only proper use and behoof of the said *A. B.* her heirs and assigns for ever, *All* that messuage, &c. for the full part, share and portion of her the said *A. B.* of, in, and to all and every the messuages, &c. hereditaments and premisses above mentioned, so descended unto them the said *A. B. C. B.* and *D. B.* as aforesaid; And that the said *C. B.* her heirs and assigns, shall have, hold, and enjoy, to the only proper use and behoof of the said *C. B.* her heirs and assigns for ever, *All* that messuage, &c. for the full part, share and proportion of her the said *C. B.* of, in, and to all, and every the said messuages, &c. so descended unto them the said *A. B. C. B.* and *D. B.* as aforesaid; And that the said *D. B.* her heirs and assigns, shall have, hold and enjoy, to the only proper use and behoof of the said *D. B.* her heirs and assigns for ever, *All* that messuage, &c. for the full part, share and proportion of her the said *D. B.* of, in, and to all and every the said messuages, &c. so descended to the said *A. B. C. B.* and *D. B.* as aforesaid. *And* the said *C. B.* and *D. B.* do, and each of them doth by these presents, grant, assign, release and confirm unto the said *A. B.* her heirs and assigns, the said messuage, &c. so as aforesaid, agreed to be held, as aforesaid, as her full share or proportion of the premisses abovementioned and descended, as aforesaid, to the said *A. B. C. B.* and *D. B.* and all the estate, right, title, interest, claim, challenge and demand whatsoever of them the said *C. B.* and *D. B.* of, in, or to the said messuage abovementioned, and hereby released to the said *A. B.* as aforesaid; *To have and to hold* the said messuage, &c. with the appurtenances hereby released and confirmed,

firm'd, or mentioned or intended so to be, unto the said *A. B.* her heirs and assigns, to the only proper use and behoof of her the said *A. B.* her heirs and assigns, in severalty for ever. And the said *A. B.* and *D. B.* do, &c. [*Here insert the like grant from them to C. B.* And the said *A. B.* and *C. B.* do [*The like with the former must be made to D. B.*] And the said *C. B.* and *D. B.* do severally and apart, and not jointly, and for their severall and respective heirs, executors and administrators, covenant, grant and agree, to and with the said *A. B.* her heirs and assigns, that she the said *A. B.* her heirs and assigns, shall and may from henceforth for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said messuage, &c. so allotted and released to her the said *A. B.* for her part or share, as aforesaid, free, &c. [*Here go on with the covenant for quiet enjoyment, and likewise with that for further assurance, which two covenants must be repeated reciprocally, as before is done in the granting part. See the form of those covenants in a conveyance by release.*] In witness, &c.

Of Wills or Testaments.

A WILL, according to its common acceptation, is the declaration of a person's mind or intent, in relation to what he would have done after his death. The common law calls that a will, whereby lands or tenements are devised: but when it concerns only chattels, viz. *Moveables, or what is not inheritable*, it is called a testament; where lands are given by will, it is termed a devise; and where goods and chattels, commonly termed a personal estate, are bequeathed, it is called a legacy. *Godol. Orph. Leg. part I. ch. 4.*

Devise of lands, &c. must be in writing, signed by the devisor or person giving, generally called the *Testator*, or some other person by his express direction, in the presence of three credible witnesses. If a personal estate of above the value of thirty pounds be bequeathed by word of mouth, which the law calls a *nuncupate*

tive will, it must be likewise done in the presence of three witnesses. 29 Car. 2. c. 3.

*The Form of a Will, with the Devise of a
Real Estate, Leasehold, &c.*

IN the name of God. Amen. I A. B. of &c. being weak in body, but of sound and perfect mind and memory, [Or you may say thus, considering the uncertainty of this mortal life, and being of sound, &c.] blessed be Almighty God for the same, do make and publish this my last will and testament, in manner and form following (that is to say) *First*, I give and bequeath unto my beloved wife J. B. the sum of ———, I do also give and bequeath to my eldest son G. B. the sum of ———, I also give and bequeath unto my two younger sons J. B. and F. B. the sum of ——— apiece. I also give and bequeath to my daughter-in-law S. H. single woman, the sum of ———, which said several legacies or sums of money I will and order shall be paid to the said respective legatees, within six months after my decease. I further give and devise to my said eldest son G. B. his heirs and assigns, *All* that my messuage or tenement, situate, lying and being in &c. together with all other my freehold estate whatsoever, to hold to him the said G. B. his heirs and assigns for ever. And I hereby give and bequeath to my said younger sons J. B. and F. B. all my leasehold estate of and in all those messuages or tenements, with the appurtenances, situate, &c. equally to be divided between them. And lastly, as to all the rest, residue and remainder of my personal estate, goods and chattels, of what kind or nature soever, I give and bequeath the same to my said beloved wife J. B. whom I hereby appoint sole executrix of this my last will and testament; hereby revoking all former wills by me made. *In witness* whereof I have hereunto set my hand and seal the ——— day of ———, in the ——— year of the

reign

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reign of ———, and in the year of our Lord

Signed, sealed, published and declared *A. B.*
by the above named *A. B.* to be his
last will and testament, in the pre-
sence of us, who have hereunto sub-
scribed our names as witnesses, in the
presence of the testator,

R. S.
W. T.
T. W.

*A Codicil to a Will, that is to say, a Supple-
ment or Addition to it.*

I *A. B.* of, &c. do this — day of —, make and
publish this codicil to my last will and testament,
in manner following, (that is to say) I give to my niece
M. S. one gold watch, one large diamond ring, and
one silver coffee pot. And whereas in and by my last
will and testament, I have given and bequeathed to
my daughter in law, the sum of —, I do hereby
order and declare, that my will is, that only the sum
of — be paid unto her in full of the said legacy
I have, as aforesaid, given and bequeathed unto her;
and that the remaining part of the said legacy be
given and paid to my nephew *E. H.* And lastly, It
is my desire, that this my present codicil be annexed
to and made a part of my last will and testament, to
all intents and purposes. *In witness* whereof I have
hereunto set my hand and seal this — day of

Signed, sealed, published and declared *A. B.*
by the above named *A. B.* as a co-
dicil to be annexed to his last will
and testament, in the presence of

R. S.
W. T.
T. W.

The Form of Præcipe's, and Concords of Fines, &c.

A Fine of the Husband's Lands.

York, (to wit) **C**ommand A. B. Esquire, and C. his wife, that they justly, and without delay, perform to E. D. Gentleman, the covenant made between them of one messuage, &c. with the appurtenances in, &c. and unless, &c.

And the agreement is such, (that is to say) that the said A. and C. have acknowledged the said tenements, with the appurtenances, to be the right of the said E. as that which the said E. hath of the gift of the said A. and C. and those they may have remised, and quit-claimed from them the said A. and C. and the heirs of the said A. to the said E. and his heirs for ever. And moreover the said A. and C. have granted for themselves, and the heirs of the said A. that they will warrant to the said E. and his heirs, the said tenements, with the appurtenances, against them the said A. and C. and the heirs of the said A. for ever. And for this, &c.

A Fine of a Wife's Lands.

London, (to wit) **C**ommand J. B. Knight, and M. his wife, that they justly, and without delay, perform to C. R. Gentleman, the covenant made between them of the manor of, &c. with the appurtenances, and of twenty messuages, ten cottages, two tofts, twenty gardens, thirty orchards, three hundred acres of land, fifty acres of meadow, two hundred acres of pasture, forty acres of woodland, thirty acres of furz and heath, and common of pasture for all manner of cattle in, &c. And unless, &c.

And

And the agreement is such, (that is to say) That the said *J.* and *M.* have acknowledged the said manor, tenements and lands, with the appurtenances, to be the right of the said *C.* as those which the said *C.* hath of the gift of the said *J.* and *M.* and those they have remised and quit claimed from them the said *J.* and *M.* and the heirs of the said *M.* to the said *C.* and his heirs for ever. And moreover the said *J.* and *M.* have granted for themselves and the heirs of the said *M.* that they will warrant to the said *C.* and his heirs, the said manor, tenements and lands, with the appurtenances, against them the said *J.* and *M.* and the heirs of the said *M.* for ever. *And for this, &c.*

A Fine of two Messuages for a Term of Years.

Middlesex, to wit, **C**ommand *W. H.* yeoman, that he justly, and without delay, perform to *J. B.* Gent. the covenant made between them of two messuages or tenements, with the appurtenances in, &c. and unless, &c.

And the agreement is such, (that is to say) That the said *W.* hath granted to the said *J.* the said tenements with the appurtenances; *To have and to hold* to the said *J.* from the feast of, &c. last past, until the end of the term of—years, from thence next ensuing, and fully to be complete and ended: Yielding therefore yearly a pepper corn at the feast of, &c. if demanded. And the said *W.* warrants to the said *J.* the said two tenements, with the appurtenances, as aforesaid, against the said *W.* and his heirs, during the whole term aforesaid. *And for this, &c.*

A Fine for Term of Life.

Surrey, to wit, **C**ommand J. B. Gentleman, and D. his wife, that, &c. [*Here go on with the præcipe as before.*]

And the agreement is such, (that is to say) That the said J. and D. have granted to the said W. the tenements and lands aforesaid, with the appurtenances, and all and whatsoever they the said J. D. have in the same, for the term of the life of the said D. [*To have and to hold to the said W.*] during the whole life of her the said D. and the said J. and D. warrant to the said W. the tenements and lands aforesaid, with the appurtenances, as aforesaid, against them the said J. and D. during the life of the said D. *And for this, &c.*

A Fine on Gift, Grant and Render.

Surrey, to wit, **C**ommand A. B. Esq; and M. his wife, that, &c. [*Go on as before with the præcipe.*]

And the agreement is such, That the said A. hath acknowledged the said tenement, with the appurtenances, to be the right of him the said C. as that which the said C. hath of the said A. and that he hath remised and quit claimed from him the said A. and his heirs, to the said C. and his heirs for ever: And moreover the said A. hath granted for himself and his heirs, that they will warrant to the said C. his heirs, the tenement

aforesaid, with the appurtenances, against him the said A. and his heirs for ever. And for this acknowledgment, remise, quit claim, warranty, fine and agreement, the said C. hath granted to the said A. the tenement aforesaid with the appurtenances; and that he hath rendered to him, &c. *To have and to hold to the said A. and the heirs which he the said A. shall beget on the body of*

of the said *M.* his wife, to be held of the chief Lord of the fee thereof, by services to the said tenement belonging. And if it shall happen that the said *A.* shall die without heirs by him begotten on the body of the said *M.* then after the death or decease of the said *A.* the said tenement, with the appurtenances, shall wholly remain to the said *M.* and after the decease of her the said *M.* the said tenement, with the appurtenances, shall remain to the right heirs of the said *C.* for ever. *And for this, &c.*

Note ; When the parties are assembled to acknowledge a fine in the country, the commissioners read to them the substance of the fine, and ask them if they are content to pass it ; to which answering *yes*, they set their hands at the bottom of the concord ; and the parties having thus made acknowledgment, the commissioners, with the caption (*a note of the acknowledgment on the left hand side of the concord*) sign thus, viz.

Taken and acknowledged the—
day of ———, in the ———
year of the reign of ———, at
———, before us

G. G.
J. A.

Then the commissioners indorse the execution of their commission on the back thereof, thus,

The execution of this commission appears in a certain schedule (*meaning the fine acknowledged*) to the said commission annexed.

G. G.
J. A.

For the affidavit of the due caption thereof, see head *Affidavits*, 20. in the table at the end.

The Form of an Exemplification of a Recovery.

GEORGE the Third, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. To All to whom these our present letters shall come, greeting: Know ye, that amongst the pleas of lands inrolled at *Westminster* before Sir *William de Grey*, Knt. and his companions, our Justices of the Bench, of *Michaelmas* term last, in the — year of our reign, in the twentieth roll, it is contained thus: *Middlesex*, (to wit) *A. B.* in his proper person, demands against *C. D.* one messuage, &c. [Here set forth the whole recovery from the pleadings on the roll] as by the said writ he was commanded, &c. all and singular which said things, we at the request of the said *A. B.* have thought fit to be exemplified by the tenor of these presents. In testimony whereof we have caused our seal, appointed for sealing of writs in the said bench, to be fixed to these presents. Witness Sir *William de Grey*, Knt. at *Westminster*, on the — day of —, in the — year of our reign.

Thus much, with what has been before observed on that subject, may serve to give our young clerks a proper light into the nature and forms of fines and recoveries; and therefore we think it needless, as is too frequently done in performances of this kind; to swell this volume with what is not pertinent to the business of a young clerk at his first setting out, but rather the province of one ripe in business, (we mean the practical part, or different steps taken in passing fines and recoveries); besides, there are already published volumes by eminent authors, upon no other subject than that of fines and recoveries, to which we refer those who would be fully instructed in the knowledge of that branch of the law.

Forms of Writs most in use in the Common Law Courts.

A Bill of Middlesex.

Middlesex, to wit, **I**T is commanded to the sheriff, that he take *A. B.* if he be to be found in his bailiwick, and keep him safely, so that he may have his body before the Lord the King at *Westminster*, on *Saturday* next after the *Morrow of All Souls*, [Or mention any other day of return] to answer *C. D.* of a plea of trespass, [If the action requires bail, then add as follows], and also of a bill of him the said *A. B.* for ——— [Here mention the debt sworn to] of debt, according to the custom of the court of him the Lord the King, to be exhibited before him the King: And that he have there then this precept.

By bill. *Lee*.

Note; This writ issues out of the King's Bench, and must be indorsed thus, *viz.*

For ten pounds on oath.

T. W. the (attorney's name)—day of—1772.

A Latitat.

GEORGE the Third, by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, To the sheriff of *Northumberland*, greeting. Whereas we lately commanded our sheriff of *Middlesex*, that he should take *C. D.* and *E. F.* if they should be found in his bailiwick, and safely keep them, so that he might have their bodies before us at *Westminster*, at a certain day now past, to answer to *A. B.* of a plea of trespass; and

also to a bill of him the said *A.* against the aforesaid *C.* for ——— pounds of debt, according to the custom of our court, before us to be exhibited. And our said sheriff of *Middlesex*, at that day returned to us, that the said *C.* and *E.* were not to be found in his bailiwick; whereupon, on the behalf of the said *A.* it is testified in our court before us, that the said *C.* and *E.* do lurk and wander up and down in your county; therefore we command you that you take them, if they shall be found in your bailiwick, and them safely keep, so that you have their bodies before us at *Westminster*, on *Monday* next after ——— [*Here mention the return*] to answer to the said *A.* of the plea and bill aforesaid; and have you then there this writ. Witness *William Lord Mansfield* at *Westminster*, the ——— day of ———, in the twelfth year of our reign.

Lee.

Note; This writ issues out of the King's Bench, and must, as well as all other writs holding to bail, be indorsed as above directed.

A Capias out of the Common Pleas.

GEORGE the Third, &c. [*as in the Latitat*] We command you, that you take *C. D.* late of, &c. in your county, yeoman, if he is to be found in your bailiwick, and him safely keep, so that you have his body before our justices at *Westminster*, on ——— [*Here mention the return*] to answer to *A. B.* gent. of a plea, that he render to him twenty pounds which he oweth unto, and unjustly detains from him; and have you there this writ. Witness *Sir William de Grey*, Knt. at *Westminster*, the ——— day of ———, in the twelfth year of our reign.

A Table of the Returns of Writs in the King's Bench and Common Pleas respectively.

Michaelmas term, contains three weeks and one day, and has four returns.

In the King's Bench.

1. On — next after the Morrow of *All Souls*.
2. On — next after the Morrow of *St. Martin*.
3. On — next after the *Octaves* (eight days) of *St. Martin*.
4. On — next after fifteen days of *St. Martin*.

In the Common Pleas.

1. In the Morrow of *All Souls*.
2. On the Morrow of *St. Martin*.
3. In eight days of *St. Martin*.
4. From the day of *St. Martin* in fifteen days.

Hilary Term contains three weeks, and has four returns.

In the King's Bench.

1. On — day next after eight days of *Hilary*.
2. On — next after the fifteenth of *Hilary*.
3. On — next after the Purification of the Blessed *Virgin Mary*.
4. On — next after the eighth of the Purification of the Blessed *Mary*.

In the Common Pleas.

1. In eight days of Hilary.
2. From the day of Hilary in fifteen days:
3. In the Morrow of the Purification of the Blessed Mary.
4. In eight days of the Purification of the Blessed Mary.

Easter Term contains three weeks and six days, and has five returns.

In the King's Bench.

1. On ——— next after the fifteenth of *Easter*.
2. On ——— next after three weeks of *Easter*.
3. On ——— next after one month of *Easter*.
4. On ——— next after five weeks of *Easter*.
5. On ——— next after the Morrow of the Lord's Ascension.

In the Common Pleas.

1. From the day of *Easter* in fifteen days.
2. From the day of *Easter* in three weeks.
3. From the day of *Easter* in one month.
4. From the day of *Easter* in five weeks.
5. In the Morrow of the Lord's Ascension.

Trinity

Trinity Term wants one day of three weeks, and has four returns.

In the King's Bench.

1. On — next after the Morrow of *Holy Trinity*.
2. On — next after eight days of *Holy Trinity*.
3. On — next after fifteen days of *Holy Trinity*.
4. On — next after three weeks of *Holy Trinity*.

In the Common Pleas.

1. In the Morrow of *Holy Trinity*.
2. In eight days of *Holy Trinity*.
3. From the day of *Holy Trinity* in fifteen days.
4. From the day of *Holy Trinity* in three weeks.

Note; As in the King's Bench all returns are to be made upon some particular day of the week in each term, care must be taken not to make the writs returnable on a non-judicial day, such as *Sunday*, the *Purification in Hilary*, the *Ascension in Easter* and *Midsummer day*, unless it falls on the first day of *Trinity Term*. See stat. 32 Hen. 8. c. 1. 16 Chan. c. 6. and the *Lawyer's Magazine* for the year 1761. 24 G. 2. c. 48. concerning the respective terms.

The Forms of AFFIDAVITS requisite
to found Arrests upon, &c. in K. B. and
C. P.

An Affidavit of Debt on a Promissory Note.

In the King's Bench.

Between { *A. B.* — plaintiff,
and
 { *C. D.* — defendant.

A. B. of, &c. plaintiff in this cause, maketh oath
that *C. D.* of, &c. the defendant in the said cause, is
justly indebted unto him this deponent in the sum of
— upon a promissory note for value received.

A. B.

Sworn by the above-named *A. B.*
this — day of —, in
the year of our LORD —,
before me, *E. D.*

If the affidavit be taken before a commissioner in
the country, authorised by the court, you must say,
*Before me one of the commissioners extraordinary of the
said court.*

— on a Bond.

In the Common Pleas.

Between { *A. B.* — plaintiff,
and
 { *C. D.* — defendant.

A. B. of, &c. plaintiff in this cause, maketh oath,
that *C. D.* of, &c. defendant in the said cause, stands
justly indebted unto him this deponent, in the sum of
—, principal money, besides interest due on
bond.

Sworn, &c.

A. B.

For

For Goods sold and delivered.

Between
In the, &c. ——— } *A. B.* ——— Plaintiff,
and
} *C. D.* ——— Defendant.

A. B. of, &c. plaintiff in this cause, maketh oath,
that *C. D.* of, &c. defendant in the said cause, is justly
indebted unto him this deponent, in the sum of ———,
for goods sold and delivered. *A. B.*

Sworn, &c.

For Money had and received.

——— For so much money had and received by
the said *C. D.* for the use of this deponent.

For Money due on Account stated.

——— For so much money due to this deponent
upon the balance of an account stated by and between
the said *C. D.* and this deponent.

For Meat, Drink, Washing and Lodging.

——— For meat, drink, washing and lodging
by this deponent for the said *C. D.* found and pro-
vided.

For Journeys, Horse-hire and Expences.

——— For divers journeys taken by this deponent
(or his servant, &c.) for the said *C. D.* at his request,
and

and for horse-hire and necessary expences in and about the said journies.

— For Fees, &c. by an Attorney.

For fees, work and labour, money laid out, journies and attendances of this deponent, in and about prosecuting and defending divers suits and actions, and for drawing and ingrossing divers deeds and writings, and money laid out about the same for the said C. D. (or in fewer words, as in the next).

— The like by the Executor or Administrator, &c. of an Attorney.

Indebted unto this deponent as executor (or executrix) of the last will and testament, (or as administrator, or administratrix of all and singular the goods and chattels which were) of E. F. Gent. deceased, for fees, work, labour, and journies of the said E. F. in his lifetime, about affairs of the said C. D. and for money by him the said E. F. in his lifetime about the same laid out and expended:

— For Medicines, &c. of an Apothecary.

For divers medicines and other things belonging to the business of an apothecary, by this deponent found and provided, administered and given to the said C. D. (or to his wife, child, or servant, as the case is) at his request.

Note; You may add for goods sold, money laid out, journies and attendances, &c. as occasion requires.

— For

For Cure of a Wound, &c. by a Surgeon.

For the work and labour in and about curing a wound, &c. (as the case is) of the said C. D. and for divers things necessary for the said cure, by this deponent about the same found and provided.

For Grazing Cattle.

for grazing, feeding, or depasturing the cattle (or mention the particulars) of the said C. D. from ——— to ——— last.

For the Hire of Milch Cows.

For the milk, use, and produce of ——— milch cows by the said C. D. had and received, (or say, for the hire of milch cows.)

For Boot, or an Exchange.

Indebted to this deponent, A. B. in the sum of ——— which the said C. D. promised to pay this deponent upon an exchange lately made between the said C. D. and this deponent, of a certain mare of the said deponent's for a certain horse of the said C. D.

By a Bankrupt on behalf of his Assignee.

In the King's Bench.

Between { L. A. assignee of } plaintiff,
 { E. P. a bankrupt, }
 { and }
 { C. B. } defendant.

E. P. the bankrupt maketh oath, that the defendant C. B. is justly indebted to the said L. P. as assignee of

of the estate and effects of him the said E. P. in the sum of ——— being the balance of an account for goods sold and delivered to the said C. B. by the said E. P. before he became a bankrupt.

Sworn, &c.

— Of Rent due from a Tenant, and no Distress, to recover in Ejectment.

Between A. B. plaintiff, and
C. D. defendant.

A. B. the plaintiff maketh oath, That the defendant C. D. justly owes to him this deponent the sum of twenty pounds, for half a year's rent of one messuage situate in, &c. now in the possession of the said C. D. as tenant thereof, due to this deponent at Ladyday last, and that no sufficient distress can be had or found on the premises to satisfy the said rent; and further, that he this deponent hath right and power by law to re-enter on the said messuage and premises, upon non payment of the rent aforesaid.

A. B.

Sworn, &c. Before, &c.

— Of the Tenant's refusing to defend an Ejectment, in order to have the Landlord admitted Defendant.

King's Bench.

G. lessee of J. B. against N. N.

T. D. of ——— maketh oath, that he this deponent did this ——— day of ——— by the direction of N. B. landlord of the premises in question in this cause, apply to G. B. tenant in possession of the said premises, to know whether the said G. B. would appear and become defendant in this cause, or would permit the said N. B. to defend his title to the premises

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misses in the name of the said G. B. and this deponent
at the same time shewed and offered to deliver unto
the said G. B. a note under signed by the said N. B.
whereby the said N. B. promised to defend and keep
the said G. B. harmless from all costs and charges in
this cause; but the said G. B. told this deponent, that
he would not appear and become defendant in this
cause, or any ways concern himself therein.

— Of Notice of a mistake to amend a De-
claration.

Between A. B. plaintiff, and
C. D. defendant.

A. B. the plaintiff in this cause, maketh oath, That
he this deponent did on, &c. before the effoin day of
this present Hilary term, leave notice in writing with
Mr. E. F. attorney for the defendant, of a mistake in
the declaration served on the said defendant in this
cause, in order to its amendment, and that the defen-
dant might be apprised of such amendment, and plead
accordingly.

A. B.

Sworn the day, &c.

— Of countermanding Notice of Trial.

Between A. B. plaintiff, and
C. D. defendant.

E. F. attorney for the plaintiff, maketh oath, That
he this deponent did on Tuesday the, &c. (three days
before the commission day for the assizes held at, &c.)
countermand notice of trial in this cause, by serving
the defendant with a note in writing, whereby he this
deponent made known to the defendant, that the
plaintiff would not proceed therein at the assizes.

E. F.

Sworn, &c. Before, &c.

Where the defendant is not willing to try the cause the first day of the assizes, as set down in the judges book, upon a petition to the judge, and affidavit of the reasons, he will stay it till another day the same assizes.

— *That no Notice was given of executing a Writ of Inquiry, to set it aside.*

Between *A. B.* plaintiff, and
C. D. defendant.

C. D. defendant, maketh oath, That the writ of inquiry lately executed by the plaintiff in this cause, at, &c. was executed without any notice given to him this defendant, of the time and place appointed for the execution thereof.

C. D.
Sworn the day, &c. Before, &c.

The defendant's attorney may also make affidavit to the like effect, as follows.

— *By an Attorney, that no Notice was given of a Writ of Inquiry.*

E. F. attorney for the defendant in this cause, maketh oath, That the writ of inquiry executed by the plaintiff on, &c. last, was executed without notice given thereof to him this deponent, or any other person on his account.

E. F.
Sworn, &c.

— *Of*

Of giving Notice of Motion for Publication out of the ordinary Rules.

Between *A. B.* plaintiff, and
C. D. defendant.

E. F. of, &c. maketh oath, That he this deponent did on, &c. leave a notice in writing at the seat of *Mr. W. E.* the defendant's clerk in court (as this deponent is informed) with the said *Mr. E.*'s clerk or agent there, purporting that the plaintiff intended to move this court on, &c. next, or as soon after as counsel could be heard, that publication might pass in this cause the, &c. day of the next term, and that the plaintiff might be at liberty to set down his cause for hearing some time the same term.

Sworn, &c.

E. F.

To change the Venue.

In the King's Bench.

Between { *A. B.* plaintiff,
and
C. D. defendant.

E. D. of ———, the defendant in this cause, maketh oath, That the cause of action mentioned in the declaration delivered in this cause, (if any such there be) did arise in the county of *N.* and not in the city of *K.* nor elsewhere out of the said county of *N.*

C. D.

Sworn, &c.

In

In the Common Pleas.

— Of the Caption of a Fine.

A. B. of ———, in the county of ———, one of the attornies of his Majesty's court of ———, and one of the commissioners named in the writ of *Dedimus Potestatem*, for taking the acknowledgment of the fine hereunto annexed, maketh oath and saith, That he knows C. D. and E. his wife, and F. G. and H. his wife, the conusors named in the said fine; and that the same was duly signed and acknowledged by them, before this deponent and J. K. Gent. the other Commissioner named in the said writ; and that the said C. D. and E. his wife, and F. G. and H. his wife, and also this deponent, and the said J. K. were, at the time of taking and acknowledging the said fine, all of full age, and competent understanding. That the said E. and H. were solely and separately examined, apart from their husbands, and freely and voluntarily consented to and acknowledged the said fine; and that the said conusors, and every of them, knew the same to be a fine to pass his, her, or their estate and estates. And this deponent further saith, That the said fine was duly signed and acknowledged upon the day and year mentioned in the caption (or upon the several days, and year or years respectively mentioned in the captions, if there are more captions than one), and that the rasure (or interlineations) in the body, or in the caption or captions of such fine (as the case is) was (or were) made before the party or parties signed the said fine, and before the caption (or captions) was (or were) signed by the commissioners.

A. B.

Sworn at ——— in the county
of ——— the ——— day of ———
in the year of our Lord ———
before me.

— Of

*Of the Want of a material Witness,
in order to put off a Trial.*

In the King's Bench.

D. G. plaintiff,
against
I. W. defendant.

I. W. the defendant in this cause, maketh oath, That *S. S.* formerly a servant to this deponent, is a material witness for this deponent, in this cause, and that he cannot safely proceed to trial in this cause without the testimony of the said *S. S.* And this deponent saith, that the said *S. S.* now is, and for about ten months last past has been in the county of *L.* as this deponent is informed, and verily believes, but in what part of *L.* she is, this deponent does not know, nor can discover, although he has done his utmost endeavours to find out where she is, in order to have her served with a subpoena to testify in this cause; but this deponent saith, that he is informed by *J. T.* brother of the said *S. S.* that the said *S. S.* will be in *London* in six weeks time, and this deponent verily believes that such information is true, and that she will be in *London* by that time.

For Increase of Costs, after Trial.

In the King's Bench.

Between { *A. B.* plaintiff,
and
C. D. defendant.

C. D. of, &c. the defendant in this cause, and *J. B.* of, &c. his attorney, severally make oath, as follows:

K

lows: And first, the said C. D. for himself saith, that pursuant to notice of trial given in the cause for the last assizes held at T. in the said county, he this deponent, and the said J. B. together with _____ witnesses, which this deponent believes were material and necessary in this cause, to wit, E. F. of _____, &c. attended at the said assizes; and that all the said witnesses took a journey from their respective habitations to T. aforesaid, being upwards of _____ miles; and that this cause was tried on _____ the _____ day of _____ between _____ and _____ o'clock _____ noon; and that these deponents and the said witnesses were on that account from home _____ days; and that this deponent hath paid _____ for horse hire, and other necessary expences of himself, his said attorney, and the said witnesses, on their said journeys, at the said assizes, the sum of _____; and this deponent J. B. for himself saith, that he paid _____ (*Fees in court or to council, &c. as the case is.*)
Sworn, &c.

For Costs for Plaintiff's not proceeding to Trial according to his Notices.

In the King's Bench.

As in the last, only omit these words, and that this cause was tried (such a time) and saying instead thereof, but these deponents, C. D. and J. B. severally say, that the said plaintiff did not proceed to trial, according to his said notice; neither have they directly nor indirectly received any countermand of the same; and that these deponents, and the said witnesses were on that account from home _____ days. And then go on, And the said C. D. for himself further says, that he hath paid, &c. as in the last.

If countermand be received too late, say, Neither had they directly or indirectly received any countermand of the same, till the _____ day of _____, &c.

Note;

Note: There must be a motion for costs in K. B. but not in C. P.

— For Judgment (as in case of nonsuit) for not proceeding to Trial the next Assizes, &c. after Issue joined.

In the King's Bench.

Between { P. Q. — plaintiff,
and
D. E. — defendant.

A. B. of ——— gent. attorney (or agent) for the defendant in this cause, maketh oath, that issue was joined in this cause as of ——— term last, and that the plaintiff did not proceed to trial at the then next assizes, &c. to be held for the county of ——— and that the said deponent on the ——— day of ——— instant, gave notice to ——— the attorney (or agent) for the plaintiff, that this honourable court would be moved to-morrow, or as soon after as counsel could be heard for judgment as in case of a nonsuit, pursuant to the late * act of parliament.

— Of serving Rule, and demanding Costs, in order to obtain an Attachment by the Defendant.

In the King's Bench.

Between { A. B. plaintiff,
and
C. D. defendant.

C. D. of, &c. the defendant in this cause maketh oath, that he this deponent, on ——— last past, per-

sonally served *A. B.* the above plaintiff, with a true copy of the rule and taxation hereto annexed; and at the same time shewed him the original rule and taxation, and demanded of him the money mentioned in the said taxation; but the said *A. B.* refused (or neglected) to pay the same.

Sworn, &c.

C. D.

By Letter of Attorney.

If Defendant deposes any to receive it, which must be by Letter of Attorney, then say,

In the King's Bench.

Between { *A. B.* plaintiff,
and
C. D. defendant.

E. F. of, &c. maketh oath, that, &c. (as above) and at the same time demanded the money mentioned in the said taxation; (then go on) and shewed him a letter of attorney from the defendant, authorising this deponent to receive the same; but the said *A. B.* refused (or neglected) to pay the same.

To move in Arrest of Judgment, or new Trial.

First, That no notice of trial was given.

C. D. of, &c. the defendant in this cause maketh oath, that he this deponent had no notice of trial in this cause, for the last assizes held for the county of *S.* but that the same was tried without any notice given thereof to him this deponent.

C. D.

Secondly,

Secondly, That the record differs from the deed pleaded.

— That the record whereon this cause was tried at the last affizes held for, &c. differs from the deed pleaded on the said trial, for in the record of the said cause the deed is mentioned to bear date, &c. and to be made between, &c. and the deed is dated on, &c. and made between, &c.

C. D.

Thirdly, That there was a defect in pleading.

— *E. F.* attorney for defendant, maketh oath, that the counsel for the plaintiff in this cause pleaded, &c. when they should have pleaded, &c. or before the defendant pleaded his plea of Not Guilty, contrary to the course of practice in this court.

E. F.

— *To obtain Leave to enter up a Judgment upon an old Warrant of Attorney.*

In the King's Bench.

Between { *W. S.* — plaintiff,
and
E. F. — defendant.

W. S. of, &c. and *T. N.* of, &c. severally make oath, and first the said *W. S.* for himself saith, that the sum of 88*l* part of the debt secured to be paid unto him this deponent, in and by one bond or obligation, in the penal sum of 180*l*. bearing date the 8th day of *September*, in the year of our Lord 1761, entered into by the said defendant *E. S.* unto him this deponent, (and for which the deponent hath a warrant of attorney executed by the said defendant, bearing even date

with the bond aforesaid, to confess judgment thereon in this honourable court) is still due and owing unto him this deponent. And this deponent further saith, that the aforesaid *E. F.* is now alive, as this deponent verily believes, he this deponent having seen and discoursed with the said defendant on the first day of this instant *May*. And the aforesaid *T. N.* for himself saith, that he was present, and did see the said defendant *E. S.* duly execute the bond and warrant of attorney above-mentioned: and further saith, that the name of *T. N.* subscribed as a witness to the same bond and warrant of attorney aforesaid, is of this deponent's own proper handwriting.

Sworn, &c.

W. S.

T. N.

That the Plaintiff has not the Deeds.

Between, &c.

A. B. the plaintiff in this cause maketh oath, That he hath not, nor to the best of his knowledge, remembrance or belief, ever had any the deeds, evidences and writings relating to the estate in question in this cause, and which are mentioned in this defendant's bill filed against the said defendant or any of them, nor doth this deponent know where the said deeds, evidences and writings, or any of them now are, unless they be in the custody or power of the said defendant.

A. B.

Sworn, &c.

That the Plaintiff had Deeds, but hath lost them.

Between *A. B.* plaintiff, and

C. D. defendant,

The plaintiff *A. B.* of, &c. maketh oath, That some time since, on, &c. last, the deeds now sued for

for in this cause, where in his custody and possession; but since the said time he this deponent hath accidentally lost them. And this deponent farther maketh oath, That he doth not know where the said writings are, unless they are come to the hands of the defendant.

Or, that the said writings are now in the custody of the defendant; as he is informed and believes.

A. B.

Sworn the day, etc.

— Of seeing Deeds executed.

A. B. of, etc. maketh oath, That he this deponent did see the parchment writings, or indenture, hereto annexed, bearing date, etc. sealed and executed by, etc. therein named; and did also see one other writing bearing date, etc. and made between, etc. executed by, etc. And he this deponent subscribed his name to each of the said writings, or indentures of, etc. as a witness to the sealing and execution of them respectively.

A. B.

Sworn, etc.

That Defendant can't answer without Sight of Deeds.

— Without the sight of the indenture, etc. in the said bill referred to, which is at, etc. (as in the last.)

— That Defendant can't answer without Sight of Goods.

— defendant — that he this deponent cannot give in a full and perfect answer to the bill of complaint, without the sight and perusal of the goods

and things mentioned in the said bill, which things are now at _____ above twenty miles distant from London.

_____ *That Defendant is not able to attend to give his Answer to obtain a Dedimus Potestatem.*

_____ That the defendant in this suit, by reason of lameness with the gout, which for some time past hath confined him to his chamber, is disabled to attend to perfect his answer to the complainant's bill of complaint in this cause.

Of a Pauper, that he is not worth 5l. to prosecute in Formâ Pauperis.

_____ That said _____ maketh oath, That he this deponent is not worth in all the world the sum of 5l. in land, tenements, goods or chattels, (his wearing apparel, and the matters of the suit only excepted.)

To defend in Formâ Pauperis.

_____ The said defendant maketh oath, That his debts being paid, he is not worth 5l. in the whole world.

That the Defendant is sick, and not able to answer.

E. F. of _____ that on _____ last he saw C. D. the defendant in this cause, at his house at _____ and that he was then so very sick and weak in bed, &c. that he was not capable of answering the complainant's bill

bill of complaint in this suit, as he this deponent apprehended.

E. F.

— On the Assignment of a Judgment, that the Person has not received Satisfaction.

In the Common Pleas.

Between A. B. plaintiff, and
C. D. defendant.

A. B. &c. maketh oath, That he this deponent in Michaelmas term last obtained a final judgment in this court against the said defendant for, &c. and this deponent saith, that since obtaining such judgment he hath not assigned, transferred, or let over at any time or times whatsoever, to any person or persons whatsoever, the said judgment or any benefit arising thereby, nor hath this deponent, or any other person or persons on this deponent's account, received any satisfaction for the same or any part thereof, either from the said defendant or any other person or persons or in anywise released the same, but that the said judgment still continues in full force against the said defendant.

A. B.

Sworn, &c.

— Of Money being paid, to set aside a Judgment, where Satisfaction is not entered.

Between A. B. plaintiff, and
C. D. defendant.

C. D. defendant in this cause, maketh oath, That he this deponent on, &c. did pay to G. H. as executor, of whom the plaintiff sues this deponent, the sum

of, &c. in full satisfaction of the judgment now prosecuted, though satisfaction was not entered on record by the said C. H. in his lifetime; and that this deponent had no notice of the *scire facias* sued against him, whereupon he might have pleaded the same.

C. D.

Sworn the day, &c. Before, &c.

Of Service of a Subpoena in Chancery
(where several Defendants.)

P. 2. of, &c. Gent. maketh oath, That he this deponent on, &c. served the defendant C. D. on, &c. served the defendant E. F. and on, &c. served the defendant G. H. with a writ of *subpoena* issued out of, and under the seal of this honourable court, by delivering to the said C. D. and E. F. each of them, a label thereof, and shewing them the said writ-so under seal, and by delivering the said writ unto the said G. H. by which said writ the said defendants were directed to appear on, &c. at the suit of, &c.

Where two Subpoenas served on many Defendants.

— served the defendant C. D. with a *subpoena*, &c. by delivering a label, &c. (as above) and on, &c. served the defendant E. F. with the said *subpoena*, by delivering him the same *subpoena* under seal as aforesaid; and this deponent further saith, That on — he this deponent served the other defendants with another *subpoena*, &c. (as before) by delivering a label (or the writ) which said *subpoenas* were both returnable, &c. at the suit of the said complainants, as by the label thereof appeared to this deponent.

Of

— Of service of Subpœna for Costs.

E. F. of, &c. maketh oath, That on, &c. he this deponent personally served the defendant with a writ of *subpœna* of this honourable court, by delivering the said writ under seal to the defendant; by which said writ the defendant was enjoined to pay the sum of, &c. to the plaintiff for costs: and he this deponent then demanded the sum of ——— for the plaintiff's use; but the defendant refused to pay the same.

E. F.

— Of serving a Subpœna to hear Judgment.

That he this deponent on ——— did personally serve one of the defendants in this cause with a writ of *subpœna* in this cause, issuing out of and under the seal of this honourable court, by delivering to the said *A. S.* the label of the said *subpœna*, and at the same time shewing him the said *subpœna* itself, by which *subpœna* the said ——— was commanded to appear in this honourable court on ——— to hear judgment at the suit of the said plaintiff on ———.

— Of the Plaintiff's seeing a Person serve a Subpœna, where the Person who served the Subpœna is either dead, or absconds.

Between, &c.

A. B. the plaintiff in this cause, maketh oath, That he this deponent was present on the ——— day of: ——— and saw *C. D.* of, &c. personally serve *E. F.* the defendant in this cause with a *subpœna* issuing out of and under seal of this honourable court, by delivering unto the said *E. F.* the body of the said *subpœna*.

so under seal as aforesaid, by which said *subpœna* the said E. F. was directed to appear in this honourable court the ——— day of ——— at this deponent's suit; and this deponent further maketh oath, That he this deponent hath made strict inquiry after the said C. D. in order for him to prove the service of the said *subpœna*, but this deponent cannot get any other intelligence of him, but that he is either dead or absconds, to as he cannot be found.

Sworn, etc.

A. B.

— That Defendant absconds to avoid being served with a Writ of Subpœna.

Between, etc.

A. B. the plaintiff in this cause maketh oath, That the defendant C. D. on the strictest search and inquiry at his usual place of residence and elsewhere, cannot be found to be served with a writ of *subpœna* issued out of this honourable court, returnable, etc. at this deponent's suit; and this deponent further maketh oath, That he this deponent justly suspects the said defendant C. D. is gone beyond the seas, or now absconds and keeps out of the way to avoid being served with the aforesaid process * as this deponent hath been credibly informed by X. Y. which information this deponent verily believes to be true, and without having entered any appearance in this cause.

Sworn, etc.

A. B.

* See 17 Vin. Abr. p. 543. pl. 8. in margin, being a case on 5 Geo. 2. c. 25. upon which statute the above affidavit is grounded. See *ibid.* pl. 9.

— That

— That Defendant lives near London, to
get a Subpœna returnable immediately.

A. B. etc. maketh oath, That C. D. the defendant
in this cause lives at, etc. which said place is about
— miles from London.

If Defendant lives in London, then,

That the defendant in this cause lives in (naming the
place where) in the city of London.

— Of Service of a Subpœna ad respon-
dendum, in the Office of Pleas in the Ex-
chequer.

In the Office of Pleas in the Exchequer.

Between { P. P. plaintiff,
and
D. E. defendant.

I. F. of —, Gent. maketh oath, That he the
said deponent, on the — day of — personally
served the said defendant with a writ of *subpœna* issuing
out of and under the seal of this honourable court,
against the defendant (and others) at the suit of the said
plaintiff, returnable — by delivering him a true
copy thereof, and at the same time shewing him the
said *subpœna* so under seal, as aforesaid, under which
said copy was subscribed a notice to the defendant of
the intent of such service, pursuant to the statute in that
case made and provided.

Sworn, etc.

E. F.

— of

Of Waste committed, on granting an Injunction.

Between *A. B.* plaintiff, and
C. D. defendant.

A. B. the complainant maketh oath, That *C. D.* the defendant in this cause, on, *etc.* last past, did pull down and destroy part of the house, and outhouses at, *etc.* to which the complainant hath lawful title, and for which he is now suing the defendant; And that the said *C. D.* did also fell and cut down several timber trees upon the lands belonging to the same, and continues to commit other waste and spoil in and upon the estate of the said *A. B.* to the great damage of him this deponent.

Sworn, *etc.* Before, *etc.*

A. B.

That a Person is Servant to a Master in Chancery, to have Privilege.

A. B. maketh oath, That he this deponent is now at this time clerk and servant to, *etc.* one of the examiners of the high court of Chancery, and so hath been for some time past.

Sworn, *etc.*

A. B.

Of serving an Injunction.

Between, *etc.*

G. H. of, *etc.* maketh oath, That he this defendant did on the _____ day of _____ personally serve the defendant in this cause with a true copy of an

an injunction, issued out of this honourable court in this cause, and this deponent did at the same time shew unto the said defendant the original writ of injunction then under seal of this honourable court.

Sworn, *etc.*

G. H.

— *Of the Service of a Decree, &c.*

Between *A. B.* plaintiff, and
C. D. defendant.

E. F. of, *etc.* maketh oath, That upon, *etc.* last, he this deponent, did personally serve the defendant with the writ of execution of a decree made in this cause, by shewing the said writ under seal of the said court unto the said defendant, at his house in, *etc.* and delivering unto him a copy thereof by which decree and writ the defendant was to pay, *etc.* in the said decree mentioned. And at the same time this deponent shewed unto the said defendant a letter of attorney under the complainant's hand and seal, empowering this deponent to ask and receive of the said defendant the said sum of, *etc.* a copy of which said letter of attorney this deponent then also left with the said defendant, of whom he did demand the said sum of, *etc.* but the defendant did not then pay the same, or any part thereof, to this deponent; nor hath he yet paid the same to this deponent, or to the plaintiff, or to any other person for his use, to this deponent's knowledge or belief.

Sworn the day, *etc.* Before, *etc.*

E. F.

— *Of Creditors Consent to a Bankrupt's Certificate.*

I A. B. do make oath, That the certificate of the commissioners of bankruptcy, and consent of the creditors

ditors thereupon hereto annexed, were obtained justly and fairly, without any fraud or deceit in me or by my means or procurement.

A. B.

Sworn, *etc.*

— *Proving a Debt due from a Bankrupt.*

— maketh oath, That C. D. late of — at the time of his becoming a bankrupt was justly, and *bona fide*, indebted to him this deponent, in the sum of —, and that he hath not been since paid, or satisfied the same, or any part thereof, or received any security or satisfaction for the same, except, *etc.*

— *Where the Plaintiff cannot be found.*

Between, *etc.*

A. B. of, *etc.* attorney for the defendant in this cause, maketh oath, That he this deponent hath several times lately used his utmost endeavours to find out the complainant in this cause, but after the strictest inquiry this deponent cannot hear or learn any thing of him, though this deponent made inquiry after the said complainant at, *etc.* where this deponent was informed he resided; and this deponent further maketh oath, That he hath applied to Mr. —, the said complainant's clerk in court, and to Mr. —, the said complainant's solicitor in this cause, to be informed by them where the said complainant lived or might be found, who refused to give this deponent any knowledge or satisfaction therein.

Sworn, *etc.*

A. B.

— *Of*

— Of a Promise made to a Person.

A. B. of, &c. maketh oath, That C. D. on, &c. last past, or about, &c. did promise to allow to this deponent the sum of, &c. out of, &c. which he this deponent was to pay unto the said C. D. (or for such and such services done) and that the said C. D. hath not at any time since performed his said promise, by making such allowance to him this deponent.

A. B.

Sworn, &c.

— Of the Solemnization of a Marriage.

A. B. of, &c. maketh oath, that on, &c. in the year, &c. or as near the same as this deponent can remember, he this deponent was present at the church of, &c. and did then and there see the reverend Mr. T. D. minister of the said church, marry according to the rites and ceremonies of the church of England, Mr. C. D. to Mrs. E. F. which marriage was then and there solemnized about the hour of nine in the forenoon, to the best of this deponent's remembrance.

A. B.

Sworn, &c.

Note now 26 Geo. 2. c. 33.

— That the Plaintiff treated the Jury.

The said E. F. maketh oath, That J. H. attorney for the plaintiff on, &c. last, before the trial of this cause came on, treated with wine and eatables the jury impanelled for trying this cause, particularly J. K. and L. M. at, &c.

E. F.

Sworn, &c.

— That

That a Debt remains due, and no Part of it received.

A. B. of, &c. maketh oath, That neither he, nor any other person or persons for him, or to his use, to his knowledge or belief, have or hath received, either directly or indirectly, any part of the sum of, &c. due to him this deponent from, &c. And that not only the whole sum of, &c. but all the interest thereof from, &c. now remains justly due and owing to this deponent.

Sworn, &c.

To obtain a Writ Ne exeat Regnum, (where Defendants would evade the Justice of the Court.)

Plaintiff in this cause, maketh oath, That the said defendant W. H. and E. H. owe, and are now justly indebted to this deponent in the sum of ——— and being thus indebted, the said W. H. and E. H. have lately threatened and given out, that they will speedily leave this kingdom and go beyond sea, and are now actually preparing so to do, whereby this deponent will either lose his said debt, or the same will be very much endangered, and it will be difficult for this deponent to recover the same.

That a Person is seized in Fee.

C. D. of, &c. maketh oath, That for and notwithstanding any act, matter or thing whatsoever had, made, committed or done, or suffered by this deponent to the contrary, and for and notwithstanding any act, matter or thing whatsoever had, made, committed, done or suffered by A. B. this deponent's late father

father deceased, to the contrary, to the knowledge or belief of this deponent, he this deponent is seised in fee simple or in fee tail general of and in certain lands, tenements and hereditaments, situate, lying and being in, &c. which the aforesaid *A. B.* his father purchased of and from *J. K.* and *L. M.* and are now in the possession of *W. T.* or his assigns, as this deponent's tenant, being all the lands this deponent claims within the parish of, &c. And this deponent further saith, that the said premisses or any part thereof are not comprehended or included in any marriage settlement made by this deponent or his said late father, or either of them, or in any other marriage settlement, to the knowledge or belief of this deponent.

C. D.

Sworn, &c.

—That Lands are of such an yearly Value.
on a Purchase.

A. B. of, &c. Gent. maketh oath, That the messuage or tenement, &c. with the lands and premisses thereunto belonging, situate, &c. in and by certain indentures of lease and release, bearing date, &c. and made between, &c. conveyed to *C. D.* Esq; now are in this deponent's judgment worth 100 *l. per annum*, to be let; and that the said messuage or tenements, and lands have been let at the rate of 100 *l. per annum*, for twenty years past by him this deponent, without any private contract or agreement for returning any part of the rent to the tenants and occupiers thereof, or any other person or persons whatsoever, for their use, benefit or advantage: And also that he this deponent hath not given, paid or allowed any gift, gratuity or reward, of money or other thing to the tenants of the said premisses, or to any other person whomsoever for their use or benefit, as a consideration for their paying the said rent of 100 *l. per annum* to this deponent, but the same hath been very fully and bona fide paid

paid to him this deporent, without any deduction during the term aforesaid.

Sworn, &c.

Petitions

For an Infant to sue by Prochein Amy.

To the Right Honourable Sir *William de Grey*, Knt.
Lord Chief Justice of His Majesty's Court of
Common Pleas, and to the rest of the Justices of
the said Court,

The humble petition of *A. B.* of ——— in the county
of ———

Sheweth,

THAT your petitioner having lately brought an
action in the said court of *Common Pleas* against
one *C. D.* late of ——— in the county of ——— in a plea
of *trespass on the case*; and your petitioner being an
infant under the age of twenty-one years, (*to wit*) of
the age of ——— years.

Your petitioner therefore humbly
prays, That he may be admit-
ted to prosecute the said action
by *E. F.* of ——— in the county
aforesaid, his next friend.

And your petitioner shall ever pray.

A. B.

Note; The same form will do in the *King's Bench*,
mutatis mutandis.

E. F.'s Consent to be written under the petition.

I do hereby consent and agree that the said *A. B.*
may be admitted to prosecute the action in the petition
above.

above-mentioned, by me as his next friend : And I hereby promise and agree to pay all costs that shall or may happen for or on account thereof : As witness my hand,

E. F.

To admit an Infant to defend by Guardian.

To, &c. (as in the last petition.)

The humble petition of C. D. of — in the county of —

Sheweth,

THAT an action of — having been commenced in the said court of — against your petitioner by one A. B. and your petitioner being under the age of twenty-one years, (to wit) of the age of — years,

Your petitioner therefore humbly prays, That he may be admitted to appear and make his defence in the said action by E. F. his guardian.

And your petitioner shall ever pray.

C. D.

I do hereby certify and agree that the said A. B. and your petitioner shall ever pray.

_____ To

— *To the House of Commons, complaining
of an undue Return of a Burgeſs to ſerve
in Parliament.*

To the Honourable the Commons of *Great Britain* in
Parliament aſſembled.

The humble petition of the ſeveral perſons, whoſe
names are hereunto ſubſcribed,

Sheweth,

THAT on the — day of — 1772, came on
the election of a burgeſs to ſerve in this parlia-
ment, for the boroughs of *P. D. R.* and *H.* in the county
of *D.* at which *A. T.* and *J. W.* Eſq; were candidates,
That *D. W.* and *P. V.* Gentlemen, the two bailiffs of
the ſaid borough of *D.* who were the returning officers
at this election, being gained into the intereſt of the
ſaid *J. W.* did proceed in taking the poll with the
utmoſt partiality againſt the ſaid Mr. *T.* rejecting ſeveral
legal votes which were duly tendered for him, and ad-
mitting ſeveral for the ſaid *J. W.* which had not the
leaſt colour of right.

That by theſe, and divers other illegal and arbitrary
methods made uſe of by the ſaid bailiffs, and the ſaid
J. W. and their agents, a majority was obtained for the
ſaid *J. W.* who has been returned accordingly.

That your petitioner humbly conceives the ſaid pro-
ceedings, not only to be a manifeſt wrong to the ſaid
Mr. *T.* but a violation of the rights of your petitioners,
and others the electors of the ſaid ſeveral boroughs.

Your petitioners therefore humbly pray
this honourable houſe to take their
caſe into conſideration, and to give
them ſuch relief therein, as to this
honourable houſe ſhall ſeem meet.

And your petitioners ſhall ever pray, &c.

completing: Bail-Pieces, ———
of an entire lecture of a charge to serve

A special Bail-Piece on a Capi Corpus in B. R.

Of the term of ——— in the ——— of the reign
 of King George the third.

Somersetshire, ff. D. E. of ——— in the county
 of ——— yeoman, is delivered
 on bail upon a *capi corpus* to
 John Denn of H. in the county
 aforesaid, Gent.

and
 Richard Fenn of M. in the coun-
 ty aforesaid, Gent.

P. attorney for the } at the suit of P. 2.
 defendant

Taken and acknowledged the
 ——— day of ——— in
 the year of our Lord ———
 before me, A. B. one of
 the commissioners, &c.

*that by itself, and other legal and arbitrary
 methods made use of by the said parties, and the
 said parties, and their agents, a material was obtained for the
 said parties, who have been returned accordingly.
 I beg our petitioners humbly conceive the said pro-
 cedure, not only to be manifestly wrong to the said
 Mr. A. but a violation of the rights of your petitioners,
 and others the electors of the said several boroughs.
 Your petitioners therefore humbly pray
 this honorable house to take their
 case into consideration, and to give
 them a decree, that in respect whereof, as to the
 said petitioners, the said petitioners shall be met.*

— Upon an Habeas Corpus in B. R.

Of the term of — in the — year of the
reign of King George the third.

Shropshire, ss. D. E. of — in the county
aforesaid, yeoman, is delivered on
bail upon a writ of *habeas corpus* to
J. D. of — in the county
aforesaid —

and

J. F. of — in the said
county of —

H. attorney
for the de-
fendant

} At the suit of the plaintiff in the
plaint.

Taken, &c. (as
upon a *Capi*
corpus.)

Upon a *certiorari* it is the same, only instead of the
words *habeas corpus*, say *certiorari*.

— Upon

— Upon a Capi Corpus in C. B.

Term in the — of the reign of
King George the third.

Somersetshire, ss, on a *capias* against D. E. late of

— in the county afore-
said, (and other defendants) to
answer P. Q. of a plea of *tres-*
pass, and also in a plea of debt,
upon demand for — l. Re-

turnable on the *Ostave* of St.
Hilary. The bail are

J. D. of — in the county
aforesaid —

and

R. F. of — in the said
county —

F. attorney for
the defendant.

The party himself in 20 l.

Each of the bail in 10 l.

Taken and acknowledged,
&c. before, &c.

Notices.

Of Trial.

A. B. against C. D.

Mr. F.

TAKE notice that this cause will be tried at the next assizes to be held for the county of —

Yours,

O. M.

Of Inquiry.

Between { *A. B. plaintiff,*
 and
 C. D. defendant.

Mr. N.

TAKE notice that a writ of inquiry of damages will be executed in this cause on the — day of — at 10 o'clock in the forenoon of the same day, at the sign of the — in — in the county of —. Dated the — day of —

Yours, &c.

H. J. attorney for the plaintiff.

— of

— Of Declaration in the Court of King's Bench.

Mr. D. E.

TAKE notice that a declaration is filed against you (if *de bene esse*, say so) of this present — term in the King's Bench Office in the Inner Temple, London, at the suit of P. Q. in an action of trespass on the case (or whatever the action is) for goods sold (money lent, money due on the balance of accounts stated, &c. as the case is): And unless you plead to the said declaration within * — days from the date hereof judgment will be signed against you by default. Dated this — day of — 1772.

Yours,

P. P. attorney for the plaintiff.

The like in the Common Pleas.

— As of this present — term in the Common Pleas Office in — London, at the suit of P. Q. in an action, &c. (as before)

* See rule, *Trin.* 5 & 6 G. 2. B. R. & *Mic.* 3. Geo. 2. C. B. & *Mic.* 10 Geo. 2.

— To put a Landlord into Possession, and to make void his Lease, where the Tenant holds at Rack Rent, or where the Rent is three Quarters of the yearly Value of the Premises, and owes for one Year, and deserts the Premises, uncultivated, so as no sufficient Distress can be had: Pursuant to Stat. 11 Geo. 2. c. 19. Sect. 16.

WE whose names are hereunto subscribed, being two of his Majesty's Justices of the peace for the county of *Middlesex*, (in pursuance of an act of parliament made in the eleventh year of the reign of his late Majesty King *George* the second, intituled, *An act for the more effectual securing the payment of rents, and preventing frauds by tenants*; and at the request of ——— landlord, of the within premises) having been upon and viewed the within house, yard, stables and appurtenances thereto belonging, do find the same deserted and unoccupied; and the said ——— claiming the sum of ——— for one year's rent due on ——— last, there not appearing to us that a sufficient distress can be had to countervail the arrears of the said rent, *We do therefore give notice*, That we will return to take a second view thereof on ——— next; and if upon such second view the tenant of the abovementioned premises, or some person on his behalf, shall not then appear, and pay the said rent in arrear, or there shall not be sufficient distress upon the premises, we shall put the said ——— into possession of the premises, and the lease thereof will from thenceforth become void. Witness our hands this ——— day of ——— in the year of our Lord ——— See *Burn's Just.* 8vo. p. 405. edit. 1762.

For an affidavit of rent due from a tenant, and no distress to recover in ejectment. See p. 188.

Tickets.

Tickets.

A Subpoena Ticket for Witnesses at the Assizes.

Mr. A. B.

BY virtue of a writ of *subpoena* to you directed, and herewith shewed unto you, you are personally to be and appear before his Majesty's Justices of assize, on ——— next, being the ——— day of ———, at nine of the clock in the forenoon of the same day, at the court then to be holden at ——— in the county of ———, to testify the truth according to your knowledge in a certain cause now depending, and then and there to be tried between C. D. plaintiff, and E. F. defendant, in a plea of ——— on the part of ——— and hereof you are not to fail, on paid of one hundred pounds. Dated the ——— day of ——— in the ——— year of the reign of our sovereign Lord George the third, by the grace of God of Great Britain, France and Ireland King, defender of the faith, &c. and in the year of our Lord, 1772.

A Subpoena Ticket on a Writ of Inquiry.

BY virtue of a writ of *subpoena* to you directed, and herewith shewn unto you, you are personally to be and appear before R. B. Esq; Sheriff of the county of S. or his under Sheriff, on Wednesday the ——— day of October, at two of the clock in the afternoon, at the house of Mr. J. J. commonly called the *Star Inn* in L. then and there to testify the truth according to your knowledge, upon a writ of inquiry of damages, to be then and there executed in a certain cause now depending between H. K. plaintiff, and H. H. defendant, in a plea of ——— on the part of the plaintiff; and this you are not to omit upon pain of 100 L

L 3

Dated

Dated the ——— day of ——— in the ——— year
of the reign of our sovereign Lord George the third,
by the grace of God, &c. and in the year of our
Lord 1772.

OF MEMORIALS of DEEDS, and their Forms.

BY the statute 7 *Anna*, cap. 20. [For the publick
registering of all deeds and conveyances, judgments,
statutes and recognizances, for the county of Middlesex]
it is enacted, That a memorial of all deeds and con-
veyances, wills and devises, which shall be made and
executed, of or concerning, or whereby any *honours*,
manors, *lands*, *tenements* or *hereditaments*, in the said
county, may be any way affected in law or equity,
must be registered, at the proper office for that purpose
erected; otherwise such deeds, conveyances, &c.,
whereof a memorial is not registered, as aforesaid, shall
be adjudged *fraudulent and void*, against any subsequent
purchaser or mortgagee, for a valuable consideration.
It is likewise by the said act ordained that no judg-
ment, statute or recognizance (other than such as are
entered into, in the name, and upon the proper ac-
count of the crown) which shall be obtained or entered
into, shall affect or bind any *honours*, *manors*, *lands*,
tenements or *hereditaments*, situate, lying and being in
the said county, before a memorial of such judgment,
&c. be registered at the proper office. See the *statute*
at large.

Where there are more deeds or writings than one to
perfect a conveyance or security that may affect the
same *honours*, *manors*, *lands* or *tenements*, it is suffi-
cient, if the parcels and parishes where they lie, be
mentioned only in one of the memorials of such deeds,
&c. so as in the rest of the memorials of such writings,
instead of re-mentioning the parcels, there be a re-
ference to the memorial of the deed that contains the
parcels.

Indeed

Indeed the act only requires, that the dates of the deeds, the persons names, and additions, with their places of abode, be contained in the memorial, but generally a short recital is made in the memorial, of the whole purport of the deed: Wherefore it is thought requisite to subjoin a few specimens or forms of memorials of the deeds or writings subject to be registered.

Note; These memorials are to be brought into the register's office, ingrossed upon vellum, or parchment, without a stamp, signed and sealed in common form, by one of the grantors or grantees, his or their heirs, executors, administrators, guardians or trustees, attested by two witnesses; one of which must be a witness to the deed, who is to make oath of the due execution of both before the register; and at the same time the deed, &c. must also be produced.

The Form of a Memorial of a Bargain and Sale, or Lease for a Year.

A MEMORIAL to be registered, pursuant to an act of parliament made in the seventh year of the reign of her late Majesty Queen Anne, intituled, *An act for the publick registering of deeds, conveyances, wills and other incumbrances, which shall be made, or may affect any honours, manors, lands, tenements, or hereditaments, within the county of Middlesex, after the nine and twentieth day of September one thousand seven hundred and nine.*

An indenture bearing date the twenty-fifth day of January, in the ——— year of the reign of ——— by the grace of GOD of Great Britain, France and Ireland King, defender of the faith, and so forth, and in the year of our LORD ———, made between A. B. of, &c. of the one part, and C. D. of, &c. of the other part purporting to be a lease or bargain and sale for a year, to vest the possession of and concerning all that messuage or tenement, with the appurtenances, situate and being in the parish of ———, in the said

county of *Middlesex*, late in the tenure or occupation of *E. F.* together with all buildings, yards, gardens, backslides, ways, easements, profits, commodities and appertinances whatsoever to the said premises belonging, or in anywise appertaining, or accepted, reputed, taken or known as part, parcel or member thereof; And the reversion and reversions, rents, issues and profits of all and singular the said premises: Which said indenture of lease is witnessed by *G. H.* of ——— street, in the parish of ———, in the said county of *Middlesex*, Esquire, and *J. K.* of the *Middle Temple*, London, Gentleman; and is hereby required to be registered, pursuant to the said act, by me the said *A. B.* the grantor. *Witness* my hand and seal, the twenty-seventh day of *January* one thousand seven hundred and seventy two.

*Signed and sealed in
the presence of*

A Memorial of the Release.

A MEMORIAL to be registered pursuant to an act of parliament, &c. [*Here go on as before in the preamble of the memorial of a lease for a year.*]

An indenture bearing date the twenty-sixth day of *January* in the ——— year of the reign of ———, and in the year of our L O R D ———, made between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, purporting to be a release of all and singular the same premises mentioned in a lease for a year, bearing date the day next before the day of the date of the said release, and made between the said *A. P.* of the one part, and the said *C. D.* of the other part; a memorial whereof is registered at the same time herewith: Which said indenture of release is witnessed by *G. H.* of, &c. and *J. K.* of, &c. and is hereby required to be registered, pursuant to the said act, by me the said *A. B.* the grantor. *Witness* my hand and seal,

seal, the twenty seventh day of January one thousand seven hundred and seventy-two.

Signed and sealed, &c.

[As before.]

A Memorial of a Bargain and Sale, to be inrolled.

A MEMORIAL to be registered pursuant, &c.
[As before.]

An indenture bearing date, etc. [Here set forth the date of the deed] made between A. B. of, etc. of the one part, and C. D. of, etc. of the other part, purporting to be a deed of bargain and sale, to be inrolled, of and concerning the said premisses mentioned in a lease for a year, bearing date the day next before the day of the date of the said indenture of bargain and sale, [Or according as the date is] and made between the said A. B. of the one part, and the said C. D. of the other part; a memorial whereof is registered at the same time herewith; which said indenture of bargain and sale is witnessed by E. F. of, etc. and G. H. of, etc. and is hereby required to be registered, pursuant to the said act of parliament, by me the said A. B. the grantor in the said deed of bargain and sale named.

Witness, &c.

Signed and sealed

[As before.]

A Memorial of a Release, by Way of Mortgage.

A MEMORIAL to be registered pursuant, etc.
[As before.]

An indenture dated, etc. made between A. B. of, etc. of one part, and C. D. of, etc. of the other part, purporting to be a release of all and singular the same premisses mentioned in a lease for a year, bearing date the day next before the day of the date of the said

release, and made between the said *A. B.* of the one part, and the said *C. D.* of the other part; a memorial whereof is registered at the same time herewith: Which said indenture of release is subject to a proviso or condition, that the same shall be void on payment of the sum of ———, of lawful money of Great Britain, with legal interest for the same, on or before the ——— day of ——— [*Here mention the day limited for payment.*] And the said indenture of release is witnessed by *E. F.* of, *etc.* and *G. H.* of, *etc.* and is hereby required to be registered, pursuant to the said act of parliament, by me the said *A. B.* the grantor in the said indenture of release named. *Witness, &c.*

Signed, *etc.*

A Memorial of a Lease for a Term of Years.

A MEMORIAL to be registered pursuant, *etc.*
[*As before.*]

An indenture bearing date the ——— day, *etc.* made between *A. B.* of, *etc.* of the one part, and *C. D.* of, *etc.* of the other part, purporting to be a demise or lease of a messuage, *etc.* [*Here describe the premises.*] To hold the same for the term of ——— years, to commence from Ladyday last, [*Or otherwise, as the lease is made to commence*] at the yearly rent of ——— of lawful money of Great Britain: Which said indenture of lease is witnessed by, *etc.* [*Here mention the witnesses names, their places of abode, and additions.*] And is hereby required to be registered, pursuant to the said act of parliament, by me the said *A. B.* the lessee in the said indenture of demise. *Witness, &c.*

Signed, *etc.*

A Memo-

A Memorial of a mortgaged Term.

A MEMORIAL to be registered, etc. [*As before.*]

An indenture of demise by way of mortgage, bearing date, etc. made between A. B. of, etc. of the one part, and C. D. of, etc. of the other part; whereby the said A. B. for the considerations therein mentioned, hath demised unto the said C. D. All that messuage, etc. [Here describe the premises.] To hold unto the said C. D. for the term of five hundred years, [Or otherwise, as the term granted is.] subject nevertheless to a proviso or condition, that the same shall be void on payment of the sum of ———, with lawful interest for the same, on or before the ——— day of, etc. which said indenture of lease or mortgage is witnessed by, etc. [Here mention the witnesses names, &c. as before directed.] and is hereby required to be registered, pursuant to the said act of parliament, by me the said A. B. the grantor in the said indenture of mortgage. Witness, &c.

Signed, etc.

A Memorial of an Assignment of a Lease.

A MEMORIAL to be registered, etc. *An indenture bearing date, etc. made between A. B. of, etc. of the one part, and C. D. of, etc. of the other part, purporting to be an assignment of the rest, residue and remainder of a term of thirty years granted to the said A. B. in and by an indenture of demise or lease, dated, etc. and made between E. F. of, etc. of the one part, and the said A. B. of the other part, of, in and to all that messuage, etc. [Here describe the premises] which said indenture of assignment is witnessed by, etc. [As before.] and is hereby required to be registered, pursuant to the said act of parliament, by me*

the said C. D. the grantee in the said deeds of assignment. *Witness, &c.*

Signed, *etc.*

C. D.

A Memorial of an Indorsement made on the Back of a Lease, by way of Assignment

A MEMORIAL to be registered, *etc.*
An indorsement bearing date, etc. made by C. D. of, &c. to E. F. of, &c. on the back of an indenture of lease, dated, &c. and made between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, of and concerning all that messuage, &c. by which said indorsement the said C. D. hath assigned over the said indenture of lease, and all his interest therein to the said E. F. And the said indorsement is witnessed by, &c. [As before directed] and is hereby required to be registered, pursuant to the said act of parliament, by me the said C. D. the assignor in the said indorsement. Witness, &c.

Signed, *etc.*

C. D.

A Memorial of a Will.

A MEMORIAL to be registered, *etc.*
A will bearing date, &c. made by A. B. late of, &c. Esq; deceased, of and concerning all the lands, messuages, tenements and hereditaments which the said A. B. died possessed of in the said county of Middlesex; which said will is witnessed by, &c. [Here name the witnesses with their places of abode and additions as already directed.] and is hereby required to be registered, pursuant to the said act of parliament, by me E. F. one of the devisees in the said will mentioned. Witness, &c.

Signed, *etc.*

E. F.

A Memo-

A Memorial of a Judgment in the King's Bench.

A MEMORIAL to be registered, &c.
Between A. B. Gent. plaintiff, against C. D.
late of the parish of — in the county of —, Esq;
defendant, of a plea of debt of 100 l. for costs (65 s.)
I do hereby certify, that judgment was signed in this
cause the — day of — one thousand seven
hundred and seventy-two.

G. H. [the secondary of the court.]
E. F. clerk to Mr. T. of — Inn, in the county
of Middlesex, Gent. maketh oath, that he did see
— Esq; the secondary of the court of King's
Bench, sign the certificate of the judgment in the me-
morial abovementioned.

E. F.
Sworn the — day of — one
thousand seven hundred and seventy-
two, before me

A Memorial of a Judgment in the Common Pleas.

A MEMORIAL to be registered, &c.
Between, &c. [Here go on as above directed in
the King's Bench; the method of drawing up memorials
of judgments in that court, being the same with that of
the other, only with this difference, that the certificate
of the judgment in the common pleas, must be signed by
one of the prothonotaries there, and the affidavit made
accordingly.]

Of Memorials of Judgments in the Exchequer.

WHERE the judgment is in the *Exchequer*, the clerk of the pleas of that court must sign the certificate; and the affidavit must express that he did so.

*Some additional and necessary Observations in
Relation to Memorials:*

1. **O**NE piece of parchment, with a double six-penny stamp, contains the memorial, certificate and affidavit of a judgment, statute or recognisance.

2. The memorial of all deeds, &c. are to be left in the office; and after registered according to the directions of the act, the *register* is to certify the same on the back of the deed whereof the memorial makes mention: Which certificate is to be allowed as evidence in all courts of record.

3. In case of a mortgage, where a memorial thereof is registered, if at any time afterwards a certificate be brought to the office, signed by the mortgagee, or his representatives, and attested by two witnesses, who will make oath that all the money due on such mortgage is paid in discharge of the same; and that they saw the certificate signed: Then the *register*, after having entered the same in the margin of the register book, against the registry of the memorial of the mortgage, will file the certificate: The form of which follows.

*The Form of a Certificate from a Mortgagee
on Receipt of Mortgage Money.*

To the Register for the county of *Middlesex*.

I C. D. of, &c. Gent. do hereby certify that A. B.
of, &c. Esq; hath paid and satisfied all such sum
and sums of money as was due and owing upon a
mortgage made by the said A. B. to me, bearing date
the — day of —, and registered at —
o'clock in the afternoon of the — day of —
following, in full discharge of the same: And I do
hereby require an entry of such payment and satisfaction
to be made, pursuant to the act of parliament in that
case made and provided. *Witness* my hand this —
day of, &c.

C. D.

Attested by

G. H. of, &c. Gent.

J. K. of, &c. Esq.

Note; This last certificate is generally wrote upon
parchment, without any stamp.

*A Declaration in Assumpsit, for Goods sold
and delivered.* C. P.

Norfolk, (to wit) **A**. B. late of —, in the coun-
ty aforesaid, yeoman, was at-
tached to answer C. D. widow, of a plea of trespass
upon the case, and so forth; wherefore the same C.
by John Barber, her attorney, complains, that whereas
the aforesaid A. the first day of *January* in the year
of our Lord one thousand seven hundred and thirty-
four, at *Catton*, in the county aforesaid, was indebted
to the same C. in nine pounds of lawful money of
Great Britain, for divers goods, wares and merchan-
dise by the aforesaid A. of the same C. bought, had
and

and received, and being so indebted, the aforesaid *A.* to wit, the same day and year aforesaid, at *Catton* aforesaid, in consideration thereof assumed upon himself, and then and there faithfully promised the same *C.* that he the said *A.* the aforesaid sum of nine pounds for the goods, wares and merchandise aforesaid, when thereto afterwards he should be requested, would well and truly pay and content. And whereas also the aforesaid *A.* the second day of *January* in the year above said, at *Catton* aforesaid, was indebted to the same *C.* in other nine pounds of lawful money of *Great Britain*, for divers other goods, wares and merchandise by the same *C.* to the aforesaid *A.* before that time sold and delivered, and being so indebted, the aforesaid *A.* the same day and year last above said, at *Catton* aforesaid, in consideration thereof assumed upon himself, and then and there faithfully promised that he the said *A.* so much money as the same goods, wares and merchandises should be reasonably worth to the same *C.* when thereto requested, would well and truly pay and content. And the same *A.* in fact saith, that the aforesaid goods, wares and merchandise, at the time of the selling and delivery thereof to the said *A.* were reasonably worth other nine pounds; nevertheless the aforesaid *A.* not at all regarding his several promises and assumptions aforesaid, but contriving, and fraudulently intending the same *C.* in this behalf, craftily and subtilly to deceive and defraud the aforesaid several sums of money, or any part thereof, to the same *C.* hath not paid, or anywise for the same contented, (although the aforesaid *A.* afterwards, to wit, the third day of *January* in the year above said, at *Catton* aforesaid, was requested so to do) but hath hitherto altogether refused, and still doth refuse to pay, or any ways content her for the same; whereupon the same *C.* saith, that she is worse, and hath damage to the value of 20 £ and therefore she brings this suit, and so forth.

A Decla-

A Declaration in Assumpsit, for Work done.

C. P.

Norfolk. (to wit) **C.** D. late of *Cl.* next the sea, in the said county, apothecary, was attached to answer *E. F.* of a plea of trespass upon the case, &c. And whereupon the said *E.* by *Robert Haslewood*, his attorney, complains, that whereas the said *C.* on the fifth day of *November*, in the year of our Lord one thousand seven hundred and thirty four, at *Catton* in the said county, was indebted to the said *E.* in one hundred shillings of lawful money of Great Britain, for divers goods, wares and merchandises of him the said *E.* by the said *E.* to the said *C.* at his special instance and request before that time there sold and delivered; and being so indebted, the said *C.* in consideration thereof, afterwards, to wit, the day and year abovementioned, at *Catton* aforesaid, undertook, and then and there faithfully promised to pay to the said *E.* the sum of one hundred shillings, when afterwards he the said *C.* should be required thereto. And whereas the said *C.* afterwards (that is to say) the same day and year at *Catton* aforesaid, in consideration that the said *E.* at the like special instance and request of him the said *C.* had before that time sold and delivered to him the said *C.* divers other goods, wares, and merchandises of him the said *E.* he the said *C.* undertook, and to the said *E.* then and there faithfully promised that he the said *C.* would well and truly pay the said *E.* so much money as the goods, wares, and merchandises last mentioned, at the time of the sale and delivery thereof, were reasonably worth, when afterwards he the said *C.* should be thereto required. And the said *E.* avers that the said goods, wares and merchandises last mentioned, at the time of the sale and delivery thereof by him the said *E.* to the said *C.* as aforesaid, were reasonably worth other one hundred shillings of like lawful money, of which the said *C.* afterwards, to wit, the same day and year, at *Catton* aforesaid,

aforesaid, had notice. *And whereas* the said C. afterwards, to wit, the same day and year, was indebted to the said E. in another one hundred shillings of like lawful money, for the work and labour of him the said E. by him the said E. with his servants and with his horses, mares, and geldings, and with carts and carriages in, &c. about the business of him the said C. at the special instance and request of him the said C. before that time done and performed; and being so thereupon indebted, the said C. in consideration thereof afterwards, to wit, the same day and year aforesaid, at Catton aforesaid, undertook, and to the said E. then and there faithfully promised, that he the said C. the said one hundred shillings last mentioned to the said E. when afterwards he should be thereto required, would well and faithfully pay and content. *And whereas* the said C. afterwards, to wit, the day and year last aforesaid, at Catton aforesaid, came to an account and reckoning with the said E. of and concerning divers sums of money from the said C. to the said E. before that time due and unpaid: On balance whereof the said C. was then and there found to be in arrear and indebted to the said E. in other one hundred shillings, of like lawful money; and being so found in arrear, the said C. in consideration thereof, afterwards, to wit, the same day and year, at Catton aforesaid, undertook, and then and there faithfully promised the said E. to pay to him the said one hundred shillings last mentioned, when afterwards he the said E. should request it of him. Nevertheless the said C. regardless of these his several promises and undertakings made in form aforesaid, but contriving and fraudulently intending the said E. in this behalf, craftily and subtilly to deceive and cheat, the said several sums, or any part of them, to the said E. hath not yet paid (although the said E. afterwards, to wit, the sixth day of November, in the year of our Lord one thousand seven hundred and thirty four aforesaid, and oftentimes, as well before as since, at Catton aforesaid, has requested him the said C. thereto) but he the said C. hath ever refused, and still doth refuse to pay the same, or
any

any part of them to the said E. to the damage of the said E. of ten pounds; and thereupon he brings suit, and so forth.

A Declaration upon a Promissory Note. C. P.

Middlesex, (to wit) **E.** W. late of *Morpeth*, in the county of *Northumberland*, gent. was attached to answer *R. C.* gent. in a plea of trespass upon the case, and whereupon the said *R.* by *Christopher Denton*, his attorney, complains, That whereas the said *E.* after the first day of *May* in the year of our Lord one thousand seven hundred and five, to wit, on the twenty-seventh day of *September*, in the year of our Lord one thousand seven hundred and thirty-three, at *Westminster*, in the said county of *Middlesex*, made a certain note in writing, called a promissory note, with the proper hand and name of him the said *E.* to the same note subscribed, bearing date the same day and year last abovementioned. And the said *E.* by the same note ~~affion~~ ^{acknowledged} to be owing and indebted to the said *R.* by the name of *Mr. R. C.* in the sum of sixty pounds, which the said *E.* promised to pay to the said *R.* upon demand; by reason of which promise, and also by force of the statute in such case lately made and provided, the said *E.* became liable, and was, and now is, liable to pay to the said *R.* the said sum of 60 *l.* contained in the said note, according to the tenor and effect of the same note; and being so liable, the said *E.* in consideration thereof, afterwards, to wit, the same day and year last abovementioned at *Westminster* aforesaid, assumed upon himself, and to the said *R.* then and there faithfully promised that he the said *E.* the aforesaid sum of sixty pounds contained in the aforesaid note to the said *R.* according to the tenor and effect of the same would well and faithfully pay and content; yet the said *E.* his promise and assumption, made in form aforesaid, in nowise regarding, but contriving and fraudolently intending the said *R.* of the aforesaid sixty pounds, in this part craftily and subtilly to deceive and defraud,

the

the aforesaid sum of sixty pounds, or any part thereof, to the said R. hath not paid, nor him for the same hitherto in any manner contented, (although to do the same, the aforesaid E. afterwards, to wit, the same day and year last abovementioned, at *Westminster* aforesaid, by the said R. was required) but that to pay him, or for the same in any manner to content, he hath hitherto altogether refused, and yet doth refuse, to the damage of the said R. of seventy pounds; and thereupon he brings suit, &c.

A Declaration upon a Bond.

Northumberland, (to wit) **J.** S. late of *Hayrapp* in the said county, gentleman, otherwise called *J. S.* or, &c. [*Here describe the defendant's name, his place of abode and addition, exactly as it is wrote in the bond.*] was summoned to answer *T. B.* of a plea, that he render to him one hundred and ten pounds which he owes him, and unjustly detains. And whereupon the same *T.* by *Edward Ward* his attorney, &c. was, whereas the aforesaid *J.* on the third day of *February* in the twelfth year of the reign of our sovereign Lord the now King, at *Morpeth*, in the said county, by his certain writing obligatory, had granted himself to be bound to the above-named *T.* in the aforesaid sum of one hundred and ten pounds, to be paid to the said *T.* when he should be thereunto required, yet the aforesaid *J.* altho' oftentimes thereunto required, hath not rendered the aforesaid one hundred and ten pounds to the same *T.* but hath hitherto entirely denied, and yet doth deny to render that to him; whereupon he says he is wronged, and hath damage to the value of twenty pounds; and thereupon he brings his suit; and he brings here into court the writing aforesaid, which testifies the debt aforesaid, in form aforesaid; the date whereof is the day and year aforesaid.

A Declaration in Trover and Conversion.

C. P.

Norwich, (to wit) **A.** B. late of the city of *Norwich*,
haberdasher of hats, was at-
tached to answer *C. D.* of a plea of trespass upon the
case, and so forth. And whereupon the said *C.* by
John Markham his attorney, complains, That whereas
the said *C.* the tenth day of *May* in the year of our
Lord one-thousand seven hundred and thirty five, at
Norwich aforesaid, was possessed of divers goods and
chattels, to wit, eight painted sliding wooden shutters,
one small wooden shutter, not painted, one show-board
with hats painted upon it, ten deal boards, and five
yards of blue and white paper, to the value of ten
pounds, as of his own proper goods and chattels; and
being so possessed thereof, the said *C.* casually lost the
goods and chattels aforesaid out of his hands and pos-
session, which said goods and chattels afterwards, to
wit, the same day and year, at *Norwich* aforesaid,
came to the hands and possession of the said *A.* by
findings; yet the said *A.* knowing the goods and chattels
aforesaid, to be the proper goods and chattels of the
said *C.* and of right to belong to him, but contriving,
and fraudulently intending craftily and súbilely to
deceive and defraud the said *C.* on this behalf, hath not
delivered the said goods and chattels to the said *C.*
(though often requested) but afterwards, to wit, the
same day and year aforesaid, at *Norwich* aforesaid,
converted and disposed of the said goods and chattels to
his the said *Alexander's* own proper use, to the damage
of the said *William* of ten pounds; and thereupon he
brings suit, and so forth.

A Declaration in Trespass. C. P.

The town and county of *New-*
castle upon Tyne, (to wit) **A.** B. late of the
Newcastle upon Tyne in the county of the same town,
baker

baker and brewer, was attached to answer to *C. D.* in a plea, wherefore with force and arms, he took, carried away, detained and converted, and disposed of to his own use the coals of the said *C.* of the value of twenty pounds, lately found at the town of *Newcastle upon Tyne* aforesaid, in the county of the same town, and did other wrongs to the said *C.* to the great damage of the said *C.* and against the peace of our sovereign Lord the King that now is, &c. And whereupon the said *C.* by *Henry Ward* his attorney, complains that the said *A.* on the first day of *January* in the year of our Lord one-thousand seven hundred and thirty-four, with force and arms, did take, carry away, detain and convert, and dispose of to his own use, the coals of the said *C.* to wit, fifty forther of coals to the value of twenty pounds, found at the said town of *Newcastle upon Tyne* in the county of the same town, and did other wrongs to the said *C.* to the great damage of the said *C.* and against the peace of his said Majesty; whereby the said *C.* says that he is prejudiced and damnified to the value of thirty pounds; and thereupon he brings suit, &c.

A Declaration against two Administrators on a Bond of the Intestate. C. P.

Norfolk, (to wit) *A.* *B.* late of *Bathlee*, otherwise *Bale*, in the said county, Gentleman, and *C. D.* late of *Saxelingham* in the said county, yeoman, administrators of the goods and chattels, rights and credits of *E. F.* late of *Gunthorpe* in the said county, tanner, deceased, otherwise lately called *E. F.* of, &c. [*As mentioned in the bond.*] were summoned to answer to *G. H.* of a plea, that they render to him two hundred pounds, which they owe and unjustly detain from him, and so forth. And whereupon the said *G. H.* by *Robert Hasterwood*, his attorney, saith, that whereas the said *E. F.* in his lifetime, to wit, on the third day of *January* in the year of our Lord one-thousand seven hundred and

and twenty five, at *Gunthorpe* aforesaid, by his certain writing obligatory, had acknowledged himself to be bound to the said *G. H.* in the said two hundred pounds, to be paid to the said *G. H.* when he should be thereunto required, yet the aforesaid *E. F.* in his lifetime, or the said *A. B.* and *C. D.* or either of them, since the death of him the said *E. F.* (although often requested) have not, neither hath either of them rendered to the said *G. H.* the aforesaid two hundred pounds, but they have refused to render that to him; and the said *A. B.* and *C. D.* do, and either of them still doth refuse to render that to him; whereupon he saith that he is injured, and hath damage to the value of two hundred pounds: and thereupon he brings his suit; and he brings here into court the writing obligatory aforesaid, which testified the debt aforesaid, in form aforesaid; the date whereof is the day and year above said.

A Declaration Qui tam, against a Person for illegally exercising his Trade.

Easter Term, in the Twelfth Year of King George the Third. C. P.

Town and county of *Newcastle upon Tyne*, (to wit) **A.** late of the said town and county, yeoman, was summoned to answer, as well our Sovereign Lord the King, that now is, as *C. D.* who sues as well for his said Majesty as for himself, in this respect, in a plea, that he render to his said Majesty and the said *C.* who as well, &c. twenty-two pounds which he owes to, and unjustly detains from them. *etc.* And whereupon the said *C.* who sues as well for his said Majesty as for himself, in this respect, by *John Steel*, his attorney says, that the said *A.* for the space of eleven months next before the second day of *January* in the said eighth year of the reign of his said Majesty, at the town and county of *Newcastle upon Tyne* aforesaid.

the aforesaid, did use and exercise the art, mystery and manual occupation of a baker, being a trade, mystery and manual occupation used and exercised within the kingdom of *England*, on the twelfth day of *January* in the fifth year of the reign of her late Majesty Queen *Elizabeth*, and on the first day of *May* then next following, to wit, at the town and county of *Newcastle upon Tyne* aforesaid: Whereas the said *A.* on the said twelfth day of *January* did not use or exercise the said trade, art or manual occupation, of a baker, or any other art, mystery or manual occupation, nor was brought up in the said art, mystery or manual occupation of a baker, for the space of seven years, as an apprentice, contrary to the form of the statute in that case lately made and provided; by reason whereof and by force of that statute, an action accrued to his said Majesty, and the said *C.* who as well, &c. to demand and have of the said *A.* the said twenty two pounds, to wit, forty shillings for every month of the said eleven months; nevertheless the said *A.* (although often requested) has not yet rendered to his said Majesty and the said *C.* who as well, &c. the said twenty-two pounds, or any part thereof, but has hitherto denied, and still denies to render them the same; whereby the said *C.* who as well, &c. says that he is prejudiced and damnified to the value of twelve pounds; and thereupon, as well for his said Majesty as for himself, he brings suit, &c.

A Declaration in the King's Bench, for Goods sold and delivered. K. B.

London, (to wit) **A.** B. complains of *C. D.* in custody of the Marshal of the *Marshalsea* of our Sovereign Lord the King, before the King himself being, for that, to wit, that whereas the aforesaid *C.* on the twenty-second day of *April* in the year of our Lord one thousand seven hundred and thirty-five, at *London*, to wit, in the parish of *St. Mary le bone*, in the ward of *Cheap*, was indebted

to the said *A.* in twenty pounds of lawful money of *Great Britain*, for divers goods, wares and merchandises of him the said *A.* by him the said *A.* to the same *C.* and at her special instance and request, before that time sold and delivered; and being so indebted, the aforesaid *C.* in consideration thereof, afterwards, to wit, the same day and year aforesaid, at *London* aforesaid, in the parish and ward aforesaid, assumed upon herself, and to the same *A.* did then and there faithfully promise that she the aforesaid *C.* the aforesaid twenty pounds to the same *A.* when she should be thereto afterwards required, would well and truly pay and content. And whereas also the aforesaid *C.* afterwards, to wit, the same day and year aforesaid, at *London* aforesaid, in the parish and ward aforesaid, in consideration that the aforesaid *A.* at the like special instance and request of her the said *C.* had sold and delivered to her the said *C.* divers other goods, wares and merchandises of him the said *A.* took upon herself, and to the same *A.* did then and there faithfully promise that she the aforesaid *C.* so much money, as the goods, wares and merchandises last mentioned, at the time of the sale and delivery of them reasonably were worth, to the same *A.* when she should be thereto afterwards required, would well and truly pay and content; and the aforesaid *A.* avers that the goods, wares, and merchandises last mentioned, were, at the time of the sale and delivery of the same, reasonably worth another sum of twenty pounds of like lawful money of *Great Britain*, to wit, at *London* aforesaid, in the parish and ward aforesaid; and thereof the aforesaid *C.* afterwards, to wit, the same day and year aforesaid, at *London* aforesaid, in the parish and ward aforesaid, had notice. And also whereas the aforesaid *C.* afterwards, to wit, the same day and year aforesaid, at *London* aforesaid, in the parish and ward aforesaid, was indebted to the same *A.* in other twenty pounds of like lawful money of *Great Britain*, for the like sum of money by him the said *A.* for the same *C.* at her special instance and request, before that time paid, laid out and expended; and being so indebted,

the aforesaid C. in consideration thereof afterwards, to wit, the same day and year aforesaid, at *London* aforesaid, in the parish and ward aforesaid, took upon herself, and to the same A. did then and there faithfully promise that she the aforesaid C. the aforesaid twenty pounds to the same A. when she should be thereto afterwards required. would well and truly pay and content: *Nevertheless* the aforesaid C. her several promises and undertakings aforesaid, in form aforesaid made, little regarding, but contriving and fraudulently intending the aforesaid A. in this behalf, craftily and subtilly to deceive and defraud, the aforesaid several sums of money, or any part thereof, to the same A. hath not yet paid, nor him for the same in anywise hath contented, although to do this the aforesaid C. afterwards, to wit, the same day and year aforesaid, at *London* aforesaid, in the parish and ward aforesaid, and oftentimes by the same A. hath been requested, but the same to him hitherto to pay, or him for the same in anywise content, the said C. hath altogether refused, and still doth refuse, to the damage of the said A. twenty pounds; and therefore he brings his suit, &c.

A Declaration in Debt for Rent due.

—— Term in the —— Year of the
Reign of our Sovereign Lord — C. P.

Northumberland. **A.** B. late of *Lipwood* in the county aforesaid, yeoman, and E. F. of the same in the said county, yeoman, were summoned to answer C. D. of a plea, that they render to him twenty one pounds, which to him they owe and unjustly detain, &c. And whereupon the said C. by *Robert Morris* his attorney, saith, that whereas the said C. the first day of *September* one thousand seven hundred and thirty, at *Hexham* in the said county, did demise and to farm let to the said A. and E. All that
his

his the said C's then part and share of the messuages, lands and grounds to him then belonging, at and in a certain village called *Lipwood* in the said county, for them and their assigns; To have and to occupy the same premisses, with the appurtenances, from the eleventh day of *November*, commonly called *Martinmas day*, then next ensuing for one whole year then next following, and so from one year to one year so long as the said C. should hold and enjoy the said premisses in *Lipwood*, in right of *A.* his then wife; yielding and paying therefore to the said C. yearly, and every year, so long as they the said *A.* and *E.* should have and occupy the said tenements, by virtue of the said demise, the yearly rent or sum of ten pounds ten shillings of lawful money of *Great Britain*, at the four most usual feasts or days of payment in the year, (that is to say) on the second day of *February*, commonly called *Candlemas day*, on the first day of *May*, commonly called *May day*, on the first day of *August*, commonly called *Lammas day*, and on the eleventh day of *November*, called *Martinmas day*, in every year, by even and equal portions; the first payment thereof to begin and be made on the second day of *February* then next ensuing; by virtue of which said demise the said *A.* and *E.* then entered into the said tenements, with the appurtenances, to them demised, in the manner as above set forth, and had, held and occupied the same, until the eleventh day of *November*, in the year of our LORD one thousand seven hundred and thirty-four, to which time the said C. held and enjoyed the tenements aforesaid, with the appurtenances, in right of *A.* his said wife, and the sum of twenty one pounds, was due on the eleventh day of *November* one thousand seven hundred and thirty-four, for two years rent of the said annual rent for the said tenements, with the appurtenances, and the same is unpaid to the said C. whereby an action accrued to the said C. to require and have of the said *A.* and *E.* the sum of twenty-one pounds: Nevertheless the said *A.* and *E.* although often required, the said sum of twenty-one pounds, or any part thereof,

to the said C. have not rendered, but the same to him to render, have refused, and do refuse; whereupon he saith he is prejudiced, and hath damage to the value of ten pounds; and thereupon he brings this suit, *etc.*

A Declaration for Work done, well penn'd.

— Term, in the — Year of the Reign
of our Sovereign Lord — C. P.

Norwich, (to wit) **A.** B. late of the city of *Norwich*, haberdasher of hats, was attached to answer C. D. of a plea of trespass upon the case, *and so forth*. And whereupon the said C. by *John Markham* his attorney, complains, that whereas the said A. on the fifth day of *May*, in the year of our LORD one thousand seven hundred and thirty-five, at *Norwich* aforesaid, was indebted to the said C. in twenty pounds of lawful money of *Great Britain*, for work, labour and service before that time done and performed by the said C. for the said A. at his special instance and request; and being so therefore indebted, he the said A. in consideration thereof, afterwards, to wit, on the same day and year, at *Norwich* aforesaid, did assume upon himself, and to the said C. then and there did faithfully promise that he the said A. would pay to the said C. the said sum of twenty pounds when the said A. should be thereunto afterwards requested. *And whereas* the said A. afterwards, to wit, on the same day and year, at *Norwich* aforesaid, in consideration that the said C. at the like instance and request of the said A. had before that time done and performed other work, labour and service for the said A. did assume upon himself, and to the said C. then and there faithfully promise, that he the said A. would pay to the said C. so much money as he therefore reasonably deserved to have when the said A. should be thereunto afterwards requested: And the said C.

C. in fact saith, that he did therefore reasonably deserve to have of the said A. other twenty pounds of like lawful money, to wit, at *Norwich* aforesaid, of which the said A. had then and there notice. *And whereas* also the aforesaid A. afterwards, to wit, on the sixth day of *May* in the year aforesaid, at *Norwich* aforesaid, was indebted to the said C. in other twenty pounds of like lawful money, for the work and labour of him the said C. by him in and about the business of the said A. for the above named A. at the special instance and request of him the said A. before that time done and performed; and being so thereupon indebted, the same A. in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at *Norwich* aforesaid, assumed upon himself, and to the said C. then and there faithfully promised, that he the same A. the aforesaid twenty pounds last mentioned to the same C. when afterwards he should be thereto requested, would well and faithfully pay and content. *And whereas* also the aforesaid A. afterwards, to wit, on the same day and year last aforesaid, at *Norwich* aforesaid, in consideration that the aforesaid C. at the like special instance and request of him the said A. had applied his industry, and done and performed divers other works and labours, in and about divers other businesses of him the said A. assumed upon himself, and to the same C. then and there faithfully promised that he the same A. so much as he the said C. for his industry, works and labours last mentioned, had reasonably deserved to have, to the same C. when afterwards he should be thereunto required, would well and faithfully pay and content: And the same C. in fact says, that he for his industry, works and labours last mentioned, reasonably deserved to have of the said A. another sum of twenty pounds of like lawful money, to wit, at *Norwich* aforesaid, whereof the aforesaid A. by the same C. then and there had notice. *And whereas* also the aforesaid A. afterwards, to wit, on the same day and year last aforesaid, at *Norwich* aforesaid, had accounted with the above named C. concerning divers other sums of money to the said C.

by the aforesaid *A.* before that time due, and then being behind and unpaid, and upon that account, the aforesaid *A.* was found in arrearages towards the same *C.* in ten pounds eight shillings and eleven pence, of like lawful money; and so being found in arrearages, the aforesaid *A.* afterwards, to wit, on the same day and year last aforesaid, at *Norwich* aforesaid, in consideration thereof assumed upon himself, and to the abovenamed *C.* then and there faithfully promised that he the aforesaid *A.* the aforesaid ten pounds eight shillings and eleven pence last mentioned to the said *C.* when afterwards he should be thereto required, would well and faithfully pay and content. *And where- as* also the aforesaid *A.* afterwards, to wit, on the same day and year aforesaid, at *Norwich* aforesaid, was indebted to the said *C.* in other ten pounds eight shillings and elevenpence, upon a reckoning between the said *C.* and the said *A.* then and there had and made, and being so indebted, the said *A.* in consideration thereof, upon himself did assume, and to the said *C.* then and there faithfully did promise that he the said *A.* the said ten pounds eight shillings and eleven pence last mentioned to the said *C.* when thereunto afterwards he should be requested, would well and faithfully pay and content: *Nevertheless* the said *A.* his several promises and assumptions aforesaid, in form aforesaid made, in nowise regarding, but contriving and fraudulently intending the said *C.* on this behalf, craftily and subtilely to deceive and defraud, the aforesaid several sums of money, or any of them, to the said *C.* according to his several premisses and assumptions aforesaid, (although to do this the said *A.* by the said *C.* afterwards, to wit, on the eighth day of *May* in the year last aforesaid, at *Norwich* aforesaid, was requested) hath not paid, or for them in any manner contented, but them to him hitherto to pay, or for them in any manner or content, altogether hath refused, and yet doth refuse; whereupon the said *C.* saith that he is the worse, and hath damage to the value of twenty pounds; and thereupon he brings suit, *and so forth.*

A Declaration for Breach of Promise.

— Term in the — Year of the Reign
of ——. C. P.

Northumberland. **G.** L. late of *Ascomb*, in the county
aforesaid, yeoman, and *J. D.*
of the same in the said county, yeoman, were attached
to answer to *A. B.* of a plea of trespass upon the case,
&c. And whereupon the said *A.* by *Robert Morris*
his attorney, complaineth, That whereas on the nine-
teenth day of *April*, in the eighth year of the reign of
our Lord King *George III.* that now is, at *Hexam* in
the said county, a certain discourse was had and mo-
ved between the said *J. A.* and the said *G. L.* and *J. D.*
of and concerning divers suits at law then depend-
ing between and amongst the said parties; and upon
the said *J. A.* had taken upon him, and to the said *G.*
and *J.* had then and there faithfully promised that he
the said *J. A.* would desist from further prosecuting a
suit at law, which the said *J. A.* had then before com-
menced against them the said *G.* and *J.* and acquit
and discharge them from all the then demands of the
said *J. A.* took upon themselves, and to the said *J. A.*
then and there faithfully promised, that not only a
suit at the law then commenced by the said *G.* against
the said *A.* and all proceedings thereupon to be had,
should, from thenceforth cease and determine, but
that they the said *G.* and *J.* would also, upon request,
pay to the said *J. A.* for his own use, the sum of
twenty shillings of lawful *British* money, together
with the further sum of thirty nine shillings and six-
pence, expended by the said *J. A.* in prosecuting a
suit at law against them the said *G.* and *J.* at his suit;
and would also deliver up, upon the like demand, to
the said *J. A.* a promissory note in writing, signed by
the said *J. A.* whereby he had promised and obliged

himself to pay to the said G. the sum of twenty shillings, and also acquit and discharge him the said J. A. from all the then demands of them the said G. and J. And the said J. A. in fact saith, that he giving credit to the promises of the said G. and J. did desist from further prosecuting the said suit at law commenced by him against the said G. and J. and did then acquit and discharge them from all the then demands of him the said A. And also whereas the said G. and J. to wit, afterwards the said nineteenth day of *April* in the year aforesaid, at *Hexam* aforesaid, accounted together with the said J. A. of divers sums of money by them the said G. and J. to him the said A. before that time owing; and upon that account the said G. and J. were found in arrear to the said J. A. in fifty-nine shillings and sixpence of lawful *British* money; And being so found in arrear, the said G. and J. in consideration thereof, took upon themselves, and to the said J. A. then and there faithfully promised that they the said G. and J. the said fifty-nine shillings and sixpence, when they should be thereto requested, would well and truly pay; nevertheless the said G. and J. their several promises in form aforesaid made not regarding, but contriving and fraudulently intending the said J. A. in the premises cunningly and subtilly to deceive and defraud, the said several sums, or any part thereof to the said J. A. have not paid, nor otherwise for the same hitherto satisfied, nor hath the said G. delivered up to the said J. A. the said promissory note for the said twenty shillings (although afterwards the same nineteenth day of *April*, and often after at *Hexam* aforesaid, by the said J. A. they were thereto requested); whereupon the said J. A. saith that he is prejudiced, and hath damage to the value of ten pounds; and thereupon he brings his suit, &c.

A Declaration in Trespass. C. P.

Suffolk, ff. **R.** B. late of *Woolpit* in the said county, innkeeper, was attached to answer *W. B.* in a plea, wherefore with force and arms the house of the said *W.* at *Rougham* he broke and entered, and other wrongs to him did, to the great damage of the said *W.* and against the peace of our Lord the now King, &c. and whereupon the said *W.* by *Thomas Kett* his attorney, complains, that whereas the said *R.* on the thirtieth of *December* in the second year of the reign of our Lord the now King, with force and arms, the house of the said *W.* at *Rougham* aforesaid broke and entered, and other wrongs to him did, to the great damage, &c. and against the peace, &c. whereupon he saith he is prejudiced and bath damage to the value of one hundred pounds; and thereupon he brings suit, &c.

Declaration for Breach of Covenant. K. B.

Trinity Term in the twelfth year of the reign of King George the Third. Lee.

London, ff. **E.** H. widow, complains of *D. L.* being in the custody of the Marshal of the *Marshalsea* of our Lord the now King, before the King himself, of a plea of breach of covenant for that, Whereas by a certain deed indented, made on the ——— day of ——— in the year of our Lord one thousand seven hundred and ——— at *London* aforesaid, in the parish of *St. Mary le Bow* in the ward of *Cheap*; between the said *E.* by the name of *E. H.* of the parish of *St. Nicholas Cole Abley, London*, widow, for and on the part and behalf of her son *D. H.* then in the 15th year of his age, of the one part, and the said *D.* by the name of *D. L.* of *Oporto*, in the kingdom of *Portugal*, merchant, for himself, and *T. T.*

also of *Oporto*, merchant, his partner in trade, and then residing there, of the other part, one part of which said deed, sealed with the seal of the said *D. L.* she the said *E.* now brings here into court, the date whereof is the day and year abovesaid, the said *E.* by and with the approbation and consent of her said son *D. H.* testified as therein is mentioned, for and in consideration of the covenants and agreements therein after mentioned, on the part and behalf of the said *D. L.* and *T.* to be kept, done and performed; did thereby covenant, promise and agree, to and with the said *D. L.* that he the said *D. H.* should and would, for and during, and until the expiration of seven years, to commence from the day of the date of the said deed, faithfully and diligently serve the said *D. L.* and *T.* and the survivor of them, and honestly and dutifully demean himself to them and their family dealers and correspondents in all things, and in all respects, as a faithful, dutiful and diligent servant, in the capacity of a merchant's apprentice ought to do, and should not nor would at any time or times, during the said term of seven years, divulge the secrets, or disobey the lawful commands of the said *D. L.* and *T.* or either of them; or do any damage, or knowingly suffer any to be done to them, or either of them, nor waste; lend or embezzle any of their, or either of their money or goods, nor from their service, as aforesaid, absent himself day or night; without licence from them, or one of them; first had and obtained. And the said *D. L.* for himself, and for the said *T.* his partner in trade as aforesaid; for and in consideration of the due performance of the covenants and agreements above-mentioned and expressed; and also for and in consideration of the sum of three hundred pounds of lawful money of *Great Britain* to him in hand paid, before the en sealing and delivery of the said deed by the said *E.* for, and on the behalf of and with the said *D. H.* as an apprentice, as aforesaid, the receipt whereof he the said *D. L.* for himself, and the said *T.* did thereby acknowledge, and to be therewith fully satisfied, he the said *D. L.* did for himself, and the said *T.* his partner, as aforesaid,

said, covenant, promise and agree, to and with the said *E.* her executors and administrators, that they the said *D. L.* and *T.* and each of them, should and would, and to the best of their knowledge, skill and ability, teach and instruct the said *D. H.* for and during the said term of seven years, from the day of the date of the said deed, in the business, trade and transactions of an *Oporto* merchant, and in all other mercantile affairs which they, or either of them should use, exercise or be concerned in, and also should and would find and provide for the said *D. H.* in their house at *Oporto* aforesaid, good and sufficient meat, drink, washing and lodging; and at the expiration of the said term of seven years, at the request of the said *D. H.* and on his paying, or advancing, or causing to be paid or advanced any sum or sums of money to any amount whatever, as and for a part of, or an addition to their capital or stock in the trade carrying on by the said *D. L.* and *T.* they the said *D. L.* and *T.* or the survivor of them, should and would admit the said *D. H.* to become a partner in their trade and business as aforesaid, and that he (as such partner) should be intitled to receive such profit and advantage as the said trade should produce, and be liable to pay such losses and expences as the said trade should sustain, in proportion only to the sum or sums of money, which should be paid or advanced on, and for the said *D. H.* entering into the said partnership, and the trade thereof, in manner as aforesaid, as in and by the said deed, relation being thereto had more fully appears. And the said *E.* avers, that the said *D. H.* by virtue of the said deed afterwards, to wit, on the — day of —, in the year aforesaid, to wit, at *London* aforesaid, in the parish and ward aforesaid, entered and was received into the service of the said *D. L.* and *T.* named in the said deed to serve them, according to the form and effect of the said deed, and continued in the service of the said *D. L.* and *T.* from thence, for and during, and until the expiration of the said seven years from thence next ensuing, and always during that time did diligently and faithfully serve the said *D. L.* and *T.* according to the form and effect of

the said deed, and well and truly performed, and fulfilled all things contained in the said deed, which he by the said deed ought to have performed, and in all respects according to the said deed, to wit, at *London* aforesaid, in the parish and ward aforesaid. And the said *E.* further says, that the said term of seven years was duly ended and determined on the — day of — which was in the year of our Lord one thousand seven hundred and — according to the present style and computation of time, and the calendar now used within this kingdom of *England*, being the — day of — in that year, according to the style and computation of time, and the calendar used within this kingdom at the time of the making of the said articles, to wit, at *London* aforesaid, in the parish and ward aforesaid. And the said *E.* further says, that the said *D. H.* at the end of the said term of seven years, to wit, on the — day of — in the year last aforesaid, new style, offered, and was ready to bring, pay and advance into their partnership trade, the sum of one thousand pounds, as and for a part of, and an addition to their capital or stock in the trade then carrying on by the said *D. L.* and *T.* and then and there requested them to admit the said *D. H.* in their said trade and business, according to the form and effect of the said deed, to wit, at *London* aforesaid, in the parish and ward aforesaid. And although the said *E.* hath always, from the time of the making of the said deed hitherto well and faithfully performed and fulfilled the said articles in all things therein contained on her part and behalf to be performed and fulfilled, yet the said *E.* says, that the said *D. L.* and the said *T.* did not, when they were so requested, as aforesaid, or at any other time afterwards, hitherto admit the said *D. H.* to become a partner in their said trade and business, according to the form and effect of the said deed, but they so to do then wholly refused, and from thence hitherto have refused, and still refuse, contrary to the form and effect of the said deed, and of the aforesaid covenant of the said *D. L.* so made in that behalf as aforesaid, and so the said *E.* faith,

faith, that the said *D. H.* (although often requested) hath not kept his aforesaid covenant so made with the said *E.* according to the form and effect of the said deed so made in that behalf as aforesaid, but hath broke the same, and to keep the same with the said *E.* hath hitherto wholly refused, and still refuses, to the said *E.* her damage of five thousand pounds; and therefore she brings her suit, &c.

Pledges to prosecute { *John Doe*
and
Richard Roe.

Declaration on a Policy of Insurance.

In the King's Bench.

Michaelmas term, in the twelfth year of the reign of King George the Third. Lec.

London, (to wit) *J. A. and J. R.* complain of *J. W.* being in the custody of the Marshal of the Marshalsea of our now Lord the King, before the King himself, for, That whereas on the — day of — in the year of our Lord 1762, at London, in the parish of *St. Mary le Bow*, in the ward of *Cheap*, the said *J. A. and J. R.* by the name of *A. and R. of London*, merchants, according to the usage and custom of merchants, caused a certain writing, commonly called a Policy of Assurance, to be made, and thereby the said *J. A. and J. R.* “ as well
“ in their own name as for and in the name and names
“ of all and every other person or persons to whom
“ the same did, might, or should appertain in part,
“ or in all, did make assurance, and caused themselves, and them, and every of them, to be insured,
“ lost or not lost, at and from *Naples to London*,
“ upon any kind of goods and merchandises whatsoever, loaden or to be loaden aboard the good ship
“ or vessel called the *Dove*, whereof was master, under
“ God,

" God, for that present voyage, *M. L.* or whosoever
 " else should go for master in the said ship, or by
 " whatsoever other name or names the same ship, or
 " the master thereof, was or should be named or call-
 " ed, beginning the adventure upon the said goods
 " and merchandises from and immediately following
 " the loading thereof aboard the said ship at *Naples*,
 " and so should continue and endure until the said
 " ship, with the said goods and merchandises whatso-
 " ever should be arrived at *London*, and the same there
 " safely landed; and it should be lawful for the said
 " ship, in that voyage, to stop and stay at any ports
 " or places whatsoever, without prejudice to that in-
 " surance, the said goods and merchandises by agree-
 " ment were, and should be valued at ———, touch-
 " ing the adventures and perils which they the assu-
 " rers were contented to bear, and did take upon
 " them in that voyage, they were of the seas, men
 " of war, fire, enemies, pirates, rovers, thieves,
 " jettizons, letters of mart and counter mart, sur-
 " prizals, takings at sea, arrests, restraints, and de-
 " tainments of all kings, princes and people of what
 " nation, condition or quality soever, barrettry of
 " the master and mariners, and of all others perils,
 " losses or misfortunes that had or should come to
 " the hurt, detriment or damage of the said goods
 " and merchandises, or any part thereof; and in case
 " of any loss or misfortune it should be lawful to the
 " assured, their factors, servants and assigns, to sue,
 " labour and travel for, in and about the defence,
 " safeguard and recovery of the said goods and mer-
 " chandises, or any part thereof, without prejudice to
 " that insurance, to the charges whereof they the as-
 " surers would contribute each one, according to the
 " rate and quantity of his sum therein assured. And
 " it was agreed by them the insurers, that that writ-
 " ting or policy of assurance should be of as much
 " force and effect as the surest writing or policy of
 " assurance theretofore made in *Lombard Street*, or in
 " the *Royal Exchange*, or elsewhere in *London*; and
 " so they the assurers were contented, and did thereby
 " pro-

" promise and bind themselves each one for his own
 " part, their heirs, executors, and goods, to the as-
 " sured, their executors, administrators and assigns,
 " for the true performance of the premisses, confessing
 " themselves paid the consideration due unto them for
 " that assurance by the assured, at, and after the
 " rate of one pound ten shillings *per cent.* and in case
 " of loss (which God forbid) the assureds to abate
 " two pounds *per cent.* only. In witness whereof
 " they the assurers subscribed their names and sums
 " assured in *London.*" as by the said writing or policy
 of assurance more fully appears, of which said policy
 of assurance the said *J. W.* afterwards, to wit, on the
 day and year abovesaid, at *London* aforesaid, in the
 parish and ward aforesaid, had notice, and thereupon
 the said *J. W.* in consideration that the said *J. A.* and
J. R. at the special instance and request of the said *J.*
W. had then and there paid to the said *J. W.* one
 pound ten shillings of lawful money of *Great Britain*,
 for the assurance of one hundred pounds of like lawful
 money upon the premisses in the said writing or policy
 of assurance abovementioned, according to the tenor
 thereof, and had undertaken, and then and there had
 faithfully promised to the said *J. W.* to perform and
 fulfil all and singular the premisses contained in the
 said writing or policy of assurance mentioned on the
 part and behalf of the assured, to be performed and
 fulfilled, then and there undertook, and to the said *J.*
A. and *J. R.* then and there faithfully promised, that he
 the said *J. W.* would become an insurer to the said *J.*
A. and *J. R.* as to one hundred pounds, according to
 the tenor and true intent and meaning of the said writ-
 ting or policy of assurance, and that he the said *J. W.*
 would well and faithfully perform, and fulfil all and
 singular the premisses in the said writing or policy of
 assurance contained on his part and behalf as such an
 insurer, to be performed and fulfilled to the said *J. A.*
 and *J. R.* as to the one hundred pounds, and the said
J. W. did then and there subscribe the said writing or
 policy of assurance as an insurer for the aforesaid sum
 of one hundred pounds. And the said *J. A.* and *J. R.*
 in

in fact say, that the said ship, on the ——— day of ———, in the year of our Lord 17— was safe, and in good condition at *Naples* aforesaid, mentioned in the said policy of assurance, and that then and there diverse goods and merchandises of the said *J. A.* and *J. R.* to wit, of the value of one thousand five hundred pounds and upwards, were loaden on board the said ship to be carried to *London*, and the said *J. A.* and *J. R.* on the said ——— day of ——— in the said year 17— before the time of making the said writing or policy of assurance, and from thence continually, until and at the time of the loss thereof herein after mentioned, were interested in divers goods and merchandises so laden on board the said ship, to the value of 1500 *l.* and upwaros, and their interest therein amounted to the value of one thousand five hundred pounds, to wit, at *London* aforesaid, in the parish and ward aforesaid. And the said *J. A.* and *J. R.* in fact say, that the said ship with divers goods and merchandises of the said *J. A.* and *J. R.* of the value aforesaid, loaded on board her before the making and subscribing of the said writing or policy of assurance, to wit, on the ——— day of ———, in the year of our Lord 17—, according to the true intention of the said writing or policy of assurance, departed and sailed from *Naples* aforesaid for and towards *London* aforesaid, on the said voyage in the said policy mentioned, but the said ship afterwards, to wit, on the said ——— day of ———, in the said year of our Lord 17—, sailing and proceeding in the said voyage with the said goods and merchandises so loaded on board her as aforesaid, by stress of weather, and the perils and dangers of the sea, and other misfortunes, was forced and unavoidably driven out of the course of her said intended voyage, and for the safety of the said ship, and the cargo loaded therein was necessarily obliged to put back again into *Naples* aforesaid, and on her return the said ship with the said goods and merchandises so loaden on board her as aforesaid, was by the wind and weather, and the perils and dangers of the sea, and other misfortunes, detained at *Naples* aforesaid,

said, and prevented from proceeding on her said intended voyage for a long time, to wit, for several days then next ensuing, and during the time of such the detention and stay of the said ship at *Naples* as aforesaid, and after the making of the said policy of assurance, to wit, on the ——— day of ———, in the year of our Lord 17——, all the said goods and merchandises of the said *J. A.* and *J. R.* of the value aforesaid, so loaded on board her as aforesaid, were by certain armed persons by force and violence, and against the will of the said *J. A.* and *J. R.* seized in the said ship, and taken out of the said ship, and carried away, and then and there totally lost to the said *J. A.* and *J. R.* to wit, at *London* aforesaid, in the parish and ward aforesaid, of all which premises the said *J. A.* and *J. R.* afterwards, to wit, on the ——— day of ——— in the year of our Lord 17——, at *London* aforesaid, in the parish and ward aforesaid, gave notice to the said *J. W.* and then and there requested ~~him~~ to pay them the said *J. A.* and *J. R.* the sum of ninety-eight pounds, part of the said one one hundred pounds, so by the said *J. W.* assured as aforesaid, deducting two pounds, the residue of the said one hundred pounds, in respect of the said loss which the said *J. W.* ought to have paid to the said *J. A.* and *J. R.* according to the form and effect of the said writing or policy of assurance. *And whereas afterwards, on the* said ——— day of ———, in the said year of our Lord 17——, at *London* aforesaid, in the parish and ward aforesaid, the said *J. A.* and *J. R.* by the name of *A. and R. of London*, merchants, according to the usage and custom of merchants, caused a certain other writing, commonly balled a policy of assurance, to be made, in which last-mentioned writing or policy of assurance it was mentioned that the said *J. A.* and *J. R.* “ as well in their own name, as for and in the “ name and names of all and every other person or “ persons to whom the same did, might or should “ appertain, in part, or in all, did make assurance, “ and caused themselves, and them, and every of them “ to be insured, lost or not lost, at and from *Naples* to “ *London*,

“ *London*, upon any kind of goods and merchandises
 “ whatsoever, loaden or to be loaden aboard the good
 “ ship or vessel called the *Dove*, whereof was master.
 “ under God, for that present voyage, *M. L.* or
 “ whosoever else should go for master in the said ship,
 “ or by whatsoever other name or names, the same
 “ ship, or the master thereof was, or should be named
 “ or called, beginning the adventure upon the said
 “ last-mentioned goods and merchandises, from and
 “ immediately following the loading thereof aboard
 “ the said ship at *Naples*, and so should continue and
 “ endure until the said last-mentioned ship with the
 “ said goods and merchandises whatsoever should be
 “ arrived at *London*, and the same there safely landed.
 “ And it should be lawful for the said last-mentioned
 “ ship, in the said last-mentioned voyage, to stop and
 “ stay at any ports or places whatsoever, without pre-
 “ judice to the said last-mentioned insurance, the said
 “ last mentioned goods and merchandises by agree-
 “ ment were and should be valued as touching
 “ the adventures and perils which they the assurers
 “ were contented to bear, and did take upon them in
 “ the said last-mentioned voyage, they were of the
 “ seas, men of war, fire, enemies, pirates, rovers,
 “ thieves, jettizors, letters of mart and counter-mart,
 “ surprizals, takings at sea, arrests, restraints and
 “ detainments of all kings, princes and people, of what
 “ nation, condition and quality soever, barretty of
 “ the master and mariners; and of all other perils,
 “ losses and misfortunes that had, or should come to
 “ the hurt, detriment or damage of the said last-
 “ mentioned goods and merchandises, or any part
 “ thereof; and in case of any loss or misfortune it
 “ should be lawful to the assured, their factors, ser-
 “ vants and assigns, to sue, labour and travel for, in
 “ and about the defence, safeguard and recovery of
 “ the said last-mentioned goods and merchandises, or
 “ any part thereof, without prejudice to the said last-
 “ mentioned insurance, to the charges whereof they
 “ the assurers would contribute each one, according
 “ to the rate and quantity of his sum therein assured.

“ And

" And it was agreed by them the insurers, that the
 " said last-mentioned writing, or policy of assurance
 " should be of as much force and effect as the surest
 " writing or policy of assurance therefore made in
 " *Lombard Street*, or in the *Royal Exchange*, or else-
 " where in *London*. And so they the assurers were
 " contented, and did thereby promise and bind them-
 " selves, each one for his own part, their heirs, exe-
 " cutors, and goods, to the assured, their executors,
 " administrators and assigns, for the true performance
 " of the premises, confessing themselves paid the con-
 " sideration due unto them for that assurance by the
 " assured, at and after the rate of one pound ten shil-
 " lings *per cent.* and in case of loss (which God forbid)
 " the assureds to abate two pounds *per cent.* only. *In*
 " *witness* whereof they the assurers subscribed their
 " names and sums assured in *London*." And by a
 subscription at the foot of the said policy last mention-
 ed, " corn and fish were warranted free from average,
 " unless general, or the ship be stranded, and sugar,
 " tobacco, hemp, flax, hides and skins were war-
 " ranted free from average under five pounds *per cent.*
 " and all other goods free from average under three
 " pounds *per cent.* unless general, or the ship be
 " stranded." As by the said last-mentioned writing
 or policy of assurance and the said subscription more
 fully appears, of which said last-mentioned policy of
 assurance, with the said subscription the said *J. W.*
 afterwards, to wit, on the said ——— day of ———
 in the said year 17 ——— at *London* aforesaid, in the
 parish and ward aforesaid, had notice, and thereupon
 the said *J. W.* in consideration that the said *J. A.* and
J. R. at the special instance and request of the said *J.*
W. had then and there paid to the said *J. W.* other one
 pound ten shillings of lawful money of *Great Britain*,
 for the assurance of other one hundred pounds of like
 lawful money, upon the premises last aforesaid, in
 the said last writing or policy of assurance, according
 to the tenor thereof had undertaken, and then and
 there had faithfully promised to the said *J. W.* to per-
 form and fulfil all and singular the premises contained
 in

in the said last-mentioned writing or policy of assurance, mentioned on the part and behalf of the assured to be performed and fulfilled, then and there undertook, and to the said *J. A.* and *J. R.* then and there faithfully promised, that he the said *J. W.* would become an insurer to the said *J. A.* and *J. R.* as to the said last-mentioned sum of one hundred pounds, according to the tenor and true intent and meaning of the said last-mentioned writing or policy of assurance, and that he the said *J. W.* would well and faithfully perform and fulfil all and singular the premisses in the said last-mentioned writing or policy of assurance contained, on his part and behalf as such an insurer to be performed and fulfilled, to the said *J. A.* and *J. R.* as to the said last-mentioned sum of one hundred pounds, and the said *J. W.* did then and there subscribe the said last-mentioned writing or policy of assurance as an insurer for the said last-mentioned sum of one hundred pounds: And the said *J. A.* and *J. R.* in fact say, that the interest of the said *J. A.* and *J. R.* which they had in divers goods and merchandises which were laden on board the said ship for the said voyage last mentioned, at the time of making the said last-mentioned writing or policy of assurance amounted to the value of other fifteen hundred pounds and upwards, to wit, at *London* aforesaid, in the parish and ward aforesaid. And the said *J. A.* and *J. R.* in fact say, that the said last-mentioned ship, with divers other goods and merchandises of the said *J. A.* and *J. R.* last mentioned, loaded on board her after the making and subscribing of the said last-mentioned writing or policy of assurance, to wit, on the ——— day of ——— in the said year of our Lord 17——according to the true intention of the said last-mentioned writing or policy of assurance, departed and sailed from *Naples* aforesaid on the said last-mentioned voyage, and in the said voyage, to wit, on the ——— day of ——— in the said year of our Lord 17——the said last-mentioned goods and merchandises so loaded on board the said last-mentioned ship were by force and violence seized, taken, and carried away out of the said last mentioned ship by certain people,
subjects

subjects of the king of *Naples*, and then and there totally lost to the said *J. A.* and *J. R.* to wit, at *London* aforesaid, in the parish and ward aforesaid, of all which premises the said *J. A.* and *J. R.* afterwards, to wit, on the said _____ day of _____ in the said year of our Lord 17____ at *London* aforesaid, in the parish and ward aforesaid, gave notice to the said *J. W.* and then and there requested him to pay them the said *J. A.* and *J. R.* the sum of ninety-eight pounds, part of the said last-mentioned one hundred pounds, so by the said *J. W.* assured as aforesaid deducting two pounds, the residue of the last-mentioned one hundred pounds, in respect of the said loss which the said *J. W.* ought to have paid to the said *J. A.* and *J. R.* according to the form and effect of the said last-mentioned writing or policy of assurance. And whereas the said *J. W.* afterwards, to wit, the said _____ day of _____ in the said year of our Lord 17____ at *London* aforesaid, in the parish and ward aforesaid, was indebted to the said *J. A.* and *J. R.* in one hundred pounds of like lawful money, for money before that time had and received by the said *J. W.* to the use of the said *J. A.* and *J. R.* and being so indebted the said *J. W.* in consideration thereof, afterwards, to wit, the same day and year last mentioned at *London* aforesaid, in the parish and ward aforesaid undertook, and to the said *J. A.* and *J. R.* then and there faithfully promised, that he the said *J. W.* would well and truly content and pay to the said *J. A.* and *J. R.* the said one hundred pounds last mentioned, when after he the said *J. W.* should be thereto requested. Nevertheless the said *J. W.* not regarding his said several promises and undertakings aforesaid, in form aforesaid made, but contriving, and fraudulently intending craftily and subtilly to deceive and defraud the said *J. A.* and *J. R.* in this behalf, hath not yet paid the said several sums of money, or any part thereof, to the said *J. A.* and *J. R.* or any ways satisfied them for the same, although the said *J. W.* afterwards, to wit, the same day and year last above said, at *London* aforesaid, in the parish and ward aforesaid, by the said *J. A.* and *J. R.* hath

been

been requested so to do, but the said *J. W.* hath hitherto altogether refused, and still doth refuse to pay the same to the said *J. A.* and *J. R.* wherefore the said *J. A.* and *J. R.* say they are injured, and have damage to the value of two hundred pounds, and therefore they bring suit, &c.

<i>R.</i> by <i>S.</i> for plaintiffs.	} } Pledges to prosecute	{ <i>John Doe,</i> <i>and</i> <i>Richard Roe.</i>
<i>W.</i> for defendant.		

*Bill against an Attorney of the Common Pleas
for Words. C. P.*

*Trinity term in the twelfth year of the reign of King
George the Third,*

To the Justices of the Lord the now King of the Bench.

London, ff.

A. *G.* Gentleman, by *J. R.* his attorney, complains against *R. C.* Gentleman, one of the attornies of the court of the Lord the now King of the Bench, present here in court in his own person, in a plea of trespass on the case for this, That whereas he the said *A. G.* now is a good, true, faithful, and honest subject of this kingdom, and as such, from the time of his nativity hitherto, hath behaved and demeaned himself, and during all that time hath borne, and been held and esteemed, reputed, and taken to be a man of good name, fame, credit, reputation and conversation among all his neighbours and others, the liege subjects of this kingdom, and has hitherto lived and continued free, clear, innocent, and wholly unsuspected of and from all kind of falsehood, perjury and forswearing, and every other such heinous crime, and by reason thereof gained the good will and esteem of all his neighbours, and other liege subjects of this realm : *And whereas* he the said *A.* by reason of his good name and reputation at the time

time of the speaking and publishing the several false, malicious and scandalous words herein after mentioned, and long before was, and still is employed and intrusted by the governor and company of the *Royal Exchange assurance*, in the office and business of their secretary, being an office and business of great credit and trust, to wit, at *London* aforesaid, that is to say, in the parish of *St. Mary le Bow*, in the ward of *Cheap*: And whereas during the said time that the said *A.* was and continued secretary to the said governor and company as aforesaid, and before the speaking and publishing any of the false, malicious and scandalous words herein after-mentioned, to wit, upon the ——— day of ——— in the year of our Lord one thousand seven hundred and sixty-two, the said governor and company exhibited their bill of complaint in his present Majesty's high court of *Chancery*, (the said court then and still being at *Westminster*, in the county of *Middlesex*) to the Right Honourable *Robert* Lord *Henley*, Baron of *Grainge*, then, and still Lord High Chancellor of *Great Britain*, thereby complaining, among other things, of and concerning a certain policy of insurance therein mentioned to be made, and sealed, and executed by the said governor and company to one *R. C.* for the insurance of one thousand pounds to the said *R. C.* deducting sixteen pounds *per cent.* in case of loss, upon a certain ship or vessel called the ——— on a certain voyage therein mentioned, and also of a deviation of the said ship from the voyage thereby insured, whereby the said governor and company, by their said bill alledged, that they were discharged from the said policy, and that the said ship was afterwards lost, notwithstanding which the said *R. C.* had commenced, and was prosecuting an action at law against them upon the said policy, the said governor and company suggesting by their said bill, that their witnesses who could prove the said deviation (among other things) then lived and resided in parts beyond the seas, and that the said *R. C.* knew the same (and thereby praying, among other things) a commission or commissions for the examination of their witnesses beyond the seas touching the several matters

matte's in the said bill contained; and that all proceedings at law in the said action might be stayed till the return of the said commissions by the injunction of the said court of *Chancery*, and thereby prayed process of the said court against the said *R. C.* as by the said bill in *Chancery* now remaining ass'd in the said court of *Chancery* at *Westminster* aforesaid more fully appears. And thereupon the said *A.* afterwards, and pending the said suit in *Chancery*, to wit, upon the——day of——in the year of our Lord one thousand seven hundred and sixty-two at *Westminster* aforesaid, came before *A. A.* then being one of the masters of the said court of *Chancery*, and then and there made his affidavit in writing relating to and concerning matters material in the said suit in *Chancery* before him, and then and there took his corporal oath upon the Holy Evangelists before the said master, that the contents of his said affidavit were true (the said master then and there having sufficient power and authority to administer the said oath to the said *A. G.*) And the said *A. G.* in and by his said affidavit made oath, That on or about (*set it out verbatim to the end*) yet the said *R. C.* well knowing the premisses, and greatly envying the happy state and condition of the said *A.* and contriving and maliciously intending not only to hurt, degrade, damage, and injure him the said *A.* in his good name, fame, credit and reputation, and to endeavour to have the said *A.* turned out of his said office of secretary, as aforesaid, but also wrongfully to subject him the said *A.* to the pains and penalties by the laws and statutes of this realm made and provided against any persons who commit wilful and corrupt perjury, afterwards, to wit, on the——day of——in the year of our Lord one thousand seven hundred and sixty two, at *London* aforesaid, in the parish and ward aforesaid. in a certain discourse which the said *R.* then and there had with divers worthy subjects of this realm of and concerning the said *A.* and his having sworn the said affidavit in and concerning the said cause so depending in the same court of *Chancery*, between the said governor and company of the *Royal Exchange Assurance*,

Affurance, plaintiffs, and the said *R. C* defendant, produced to the said subjects then being present there a paper writing, alledging the same writing to be a copy of the said affidavit so sworn by the said *A.* as aforesaid, and with a loud voice in their hearing, read the same, and then and there openly, publickly, falsely, and maliciously said, related, and with a loud voice published these false, feigned, scandalous and opprobrious *English* words following of the said *A.* in the presence and hearing of those subjects (that is to say) he (meaning the said *A.*) has forsworn himself in this affidavit (meaning the said affidavit so sworn by the said *A.* as aforesaid) And afterwards, to wit, on the same day and year at *London* aforesaid, in the parish and ward aforesaid, in a certain other discourse which the said *R.* then and there had with divers other worthy subjects of this realm, of and concerning the said *A.* and of his having sworn the said affidavit, he the said *R.* produced to divers other subjects then being present there, a paper writing, alledging the same writing to be a copy of the said affidavit so sworn by the said *A.* as aforesaid, and with a loud voice in their hearing read the same, and then and there openly, publickly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous, and opprobrious *English* words following of the said *A.* in the presence and hearing of those subjects (that is to say) he (meaning the said *A. G.*) is perjured in this affidavit (meaning the said affidavit whereof the writing produced as aforesaid, was by him alledged to be a copy.) And afterwards, to wit, on the same day and year at *London* aforesaid, in the parish and ward aforesaid, in a certain other discourse which the said *R.* then and there had with divers other worthy subjects of this realm of and concerning the said *A.* and the said affidavit, he the said *R.* openly, publickly, falsely, and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said *A.* in the presence and hearing of those subjects (that is to say) he (meaning the said *A.*) has forsworn himself

himself (meaning him the said *A.*) in *Chancery* (meaning the High Court of *Chancery* aforesaid): And afterwards, to wit, on the same day and year at *London* aforesaid, in the parish and ward aforesaid, in a certain other discourse which the said *R.* then and there had with divers other worthy subjects of this realm of and concerning the said *A.* and the said affidavit, he the said *R.* then and there openly, publicly, falsely, and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said *A.* in the presence and hearing of those subjects (that is to say) he (meaning him the said *A.*) hath perjured himself (meaning him the said *A.*) in *Chancery* (meaning the said High Court of *Chancery*) and I (meaning the said *R.*) will indict him (meaning the said *A.*) for the same. And afterwards, to wit, on the same day and year at *London* aforesaid, in the parish and ward aforesaid, in a certain other discourse which the said *R.* then and there had with divers other worthy subjects of this realm of and concerning the said *A.* he the said *R.* then and there openly, publicly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said *A.* in the presence and hearing of those subjects (that is to say) he (meaning the said *A.*) hath been guilty of perjury. And afterwards, to wit, on the same day and year at *London* aforesaid, in the parish and ward aforesaid, in a certain other discourse which the said *R.* then and there had with divers other worthy subjects of this realm of and concerning the said *A.* he the said *R.* then and there openly, publicly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous, and opprobrious *English* words following of the said *A.* in the presence and hearing of those subjects (that is to say) I (meaning the said *R.*) have indicted him (meaning the said *A.*) for perjury. And afterwards to wit, on the same day and year at *London* aforesaid, in the parish and ward aforesaid, in a certain other discourse which the said *R.* then and there had

had with divers ether worthy subjects of this realm of and concerning the said *A.* and the said affidavit, he the said *R.* then and there openly, publickly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous, and opprobrious *English* words following of the said *A.* in the presence and hearing of those subjects (that is to say) he (meaning the said *A.*) hath taken a false oath. And afterwards, to wit, on the same day and year at *London* aforesaid, in the parish and ward aforesaid, in a certain other discourse which the said *R.* then and there had with one Captain *J. P.* then being one of the directors of the said governor and company of the *Royal Exchange Assurance*, of and concerning the said *A.* and the said affidavit, he the said *R.* then and there openly, publickly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said *A.* in the presence and hearing of the said *J. P.* (that is to say) What a villain your secretary (meaning the said *A.*) is? He (meaning the said *A.*) is perjured. What does the company (meaning the said governor and company of the *Royal Exchange Assurance*) give him (meaning the said *A.*) for swearing? What a villain of a (meaning the said *A.*) secretary, you (meaning the said *J. P.* and the rest of the directors of the said company) have got, to perjure himself (meaning him the said *A.*) Pray, what does the company (meaning the said governor and company) give him (meaning the said *A.*) to forswear himself (meaning him the said *A.*) for them (meaning the said governor and company)? And afterwards, to wit, on the same day and year at *London* aforesaid, in the parish and ward aforesaid, in a certain other discourse which the said *R.* then and there had, with divers other worthy subjects of this realm of and concerning the said *A.* and the said affidavit, he the said *R.* then and there openly, publickly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said *A.* in the presence

and hearing of those subjects (that is to say) I (meaning the said R.) have indicted him (meaning the said A.) for perjury, and the indictment is settled by the best counsel in *England*, and you (meaning those subjects then present) may tell him (meaning the said A.) so. By reason of speaking and publishing of which said several false, feigned, scandalous and opprobrious *English* words the said A. is very much prejudiced, hurt and dampned in his good name, fame, credit and reputation, and is fallen into public scandal and infamy amongst his neighbours, and other good and faithful subjects of this realm, insomuch that divers of those neighbours and subjects to whom the innocence and integrity of the said A. were unknown, have always, from the time of speaking and publishing of the said several words, vehemently suspected the said A. to be a man who had committed perjury, and on that account have always from thence hitherto wholly refused, and still do daily more and more refuse to have any commerce or discourse with him, or have any thing to do with him, as before they were accustomed to have. And the said A. says, that in order to clear his innocence in this behalf, he hath been forced to expend, and lay out divers sums of money, to the damage of him the said A. of two hundred pounds; and thereupon he prays relief, &c.

Pledges to prosecute { *John Doe*
and
Richard Roe.

Decla-

Declaration on a malicious Prosecution for Perjury.

Easter term, in the twelfth year of the reign of King George the Third. Lee.

Middlesex, ff. **T**. N. complains of J. G. being in the custody of the Marshal of the Marshalsea of our Lord the now King, before the King himself, for, That *whereas* he the said T. now is a good, true, honest and faithful subject of this kingdom, and as such a good, true, honest and faithful subject of this kingdom from the time of his nativity hath always behaved, had and governed himself, and hath, for all the time aforesaid, been reputed and esteemed amongst all his neighbours, and other good and worthy persons to whom he was known to be a man of good name, fame, credit and reputation, always having the fear of God before his eyes, and hath always hitherto lived, and continued free and clear from committing, and without any suspicion of having committed any manner of perjury, false swearing, subornation, or any other such hurtful crime. By reason of which said premisses he the said T. N. before the commencement and carrying on of the false and malicious prosecution hereafter mentioned to have been commenced and carried on against the said T. N. by the said J. G. had deservedly obtained and got to himself the favour, good opinion, credit and esteem of all his neighbours, and other persons to whom he was known, and other good and worthy subjects of this kingdom, yet the said J. G. well knowing the premisses, but envying the happy estate and condition of the said T. N. and contriving, and maliciously and wickedly intending, wrongfully to hurt and prejudice the said T. N. in his good name, fame, credit and reputation, and to bring him into publick scandal, infamy, reproach, and hatred, amongst his majesty's subjects, and to injure, trouble, vex, molest, and aggrieve

the said T. N. and to cause him to be imprisoned, and to be kept and detained in prison, and to subject the said T. N. to the pains and punishments to be inflicted by the laws and statutes of this kingdom on those who commit perjury, and also to put him the said T. N. to much expence and charge of his money, and to ruin him, and to cause him to undergo many great and arduous troubles and labours both of body and mind; He the said J. G. some time ago, that is to say, on the ——— day of ——— in the ——— year of the reign of our sovereign Lord the now King, at the session of oyer and terminer of our said Lord the now king, holden for the county of *Middlesex* at *Hicks's Hall* in *St. John Street*, in the county aforesaid, before T. L. G. E. J. D. W. W. esquires, and other their fellows then justices of our said Lord the King, under his Great Seal of *Great Britain* to them, and to others, and to any four or more of them directed, to inquire more fully the truth, by the oath of good and lawful men of the said county of *Middlesex*, and by other ways, means, &c. (vide pag. 276) to be indicted, him the said T. N. by the name of T. N. late of *London*, gent. for this, that on the ——— day of ——— in the ——— year of the reign of our Sovereign Lord *George* the Third, King of *Great Britain*, &c. a certain cause was depending in the High Court of *Chancery* of our said Lord the King, at *Westminster*, in the county of *Middlesex*, by *English* bill between R. S. and J. W. plaintiffs, and I. J. P. N. E. I. W. B. and J. T. the surviving managers of the *Royal Family* privateers, J. W. B. N. M. and J. L. R. executors of J. C. deceased, and J. C. spinster, administratrix of V. C. deceased, the two other managers of the said privateers, and the said J. G. and H. C. by original bill, and bill of revivor, defendants and creditors, the said I. J. P. N. E. I. W. B. J. T. J. W. B. N. M. J. L. R. and J. C. spinster, plaintiffs, and the said J. G. S. C. R. S. and H. C. defendants, which said original cause was commenced by the said R. S. and J. W. as well in behalf of themselves, as of the several seamen, officers, landmen and boys, who had thereto-

for,

fore served on board certain ships of war, called the *Royal Family* privateers, against the said *I. J. P. N.* and others, the defendants, as managers of the said ships of war, called the *Royal Family* privateers, in order to have an account and distribution of several prizes which had been taken by the same ships, in the then late war against *France* and *Spain*; and that the said *T. N.* called in the said indictment by the name of *T. N.* late of *London*, Gent. not having the fear of God before his eyes, but being moved and seduced by the instigation of the devil, and wickedly devising, and intending to deceive and defraud the said *J. W.* one of the plaintiffs above named of great sums of money due to him the said *J. W.* for his share of the prizes taken by the ships aforesaid, afterwards, to wit, on the said — day of — in the — year aforesaid, at the parish of *St. Dunstan* in the west, in the said county of *Middlesex*, came in his own proper person before *H. M.* Esq; then being one of the masters of the said court of *Chancery*, and he the said *T. N.* was then and there duly sworn, and did take his corporal oath upon the Holy Gospel of God before the said *H. M.* (he the said *H. M.* then and there having a competent authority to administer the said oath to the said *T. N.* in that behalf.) And that the said *T. N.* not having the fear of God before his eyes, but being moved and seduced by the instigation of the devil, then and there, before the said *H. M.* upon his oath aforesaid, falsely, maliciously, wilfully and corruptly did say, depose, swear and make affidavit of in writing relating to the cause above-mentioned (among other things) as followeth, that is to say, “ And this deponent *T. N.* (meaning himself the said *T. N.*) for himself saith, that he “ (meaning himself the said *T. N.*) hath seen the “ probate of the will of the said *J. W.* (meaning the “ aforesaid *J. W.*) which appears to be dated the “ — day of — one thousand seven hundred and — and granted unto the said *J. D.* his “ executor (meaning the said executor therein named) “ but the said *J. W.* (meaning the said *J. W.*) dying “ beyond the sea, as this deponent (meaning himself

" the said T.) is informed and believes, this deponent
 " (meaning himself the said T. N.) cannot set forth
 " how long before the probate of his (meaning the
 " said J. W.'s) said will, he (meaning the said J.
 " W.) died. And this deponent (meaning himself
 " the said T. N.) further saith, that the said J. D.
 " on or about the said ——— day of ——— one
 " thousand seven hundred and ———, having obtain-
 " ed a probate of the said will as aforesaid, (meaning
 " a will of the said J. W.) executed a letter of attor-
 " ney to this deponent (meaning himself the said T.
 " N.) to receive of the said H. C. of ——— agent for the
 " said J. W. as aforesaid, his the said J. W. (meaning
 " his the aforesaid J. W.'s) share of the said prizes
 " (meaning the prizes which had been taken by the
 " said ships of war called the *Royal Family* privateers)
 " and to discharge the same ; And this deponent
 " (meaning himself the said T. N.) did by virtue of
 " the said power of attorney receive the said J. W.'s
 " (meaning the said J. W.'s) share of the said H. C.
 " and executed a release for the same to the said
 " ~~magistrates~~ ^{magistrates} ~~and by~~ the said affidavit of the said T. N.
 " affirmed as of record in the said court of *Chancery*,
 " it more fully and at large did and might appear."
Whereas in truth and in fact the said J. W. one of
 the said plaintiffs in the said original cause in *Chancery*,
 did not at any time or times execute any will, or
 any writing purporting to be his will, whereby one
 T. D. was named executor thereof ; *And whereas* in
 truth and in fact the said T. N. had never seen the
 probate of the said J. W.'s will, which appeared to
 be dated the ——— day of ——— one thousand seven
 hundred and ——— and granted to the said J. D. his
 the said J. W.'s executor therein named : *And whereas*
 in truth and in fact the said T. N. had never seen the
 probate of any will of the said J. W. in which the
 said J. D. was named as his the said J. W.'s executor :
And whereas in truth and in fact the said J. W. did
 not die beyond the seas, at the time of swearing the
 said affidavit the said J. W. was, and at the time of
 the preferring the said bill of indictment still was alive :

And

And whereas in truth and in fact the said J. D. on or about the said ——— day of ——— one thousand seven hundred and ——— had not a probate of any will of the said J. W. And whereas in truth and in fact no will whatever of the said J. W. was ever proved in any ecclesiastical court whatsoever: And whereas in truth and in fact, on the day and year last mentioned, or at any other time whatsoever, the said J. D. did not execute a letter of attorney to the said T. N. to receive of the said H. C. agent for the said J. W. his the said J. W.'s share of the prizes, or of any prize which had been taken by the said ships of war called the *Royal Family* privateers, or to discharge the same: And whereas in truth and in fact the said T. N. did not, by virtue of the said power, or of any power or letter of attorney, receive the said J. W.'s share of the said H. C. and that so the said T. N. on the said ——— day of ——— in the said ——— year of the reign of our said Lord the now King, at the said parish of *St. Dunstan* in the west, in the county of *Middlesex* aforesaid, before the said H. M. then one of the masters of the said court of *Chancery* aforesaid, so as aforesaid, having a competent authority to administer the said oath to the said T. N. upon his oath aforesaid, in manner and form aforesaid, falsely, maliciously, wilfully and corruptly did commit wilful and corrupt perjury, to the great displeasure of Almighty God, to the great damage of the said J. W. on the evil example of all others in the like case offending, and against the peace of our Lord the King, his crown and dignity. And he the said J. G. falsely and maliciously, and without any reasonable or probable cause whatsoever, prosecuted, and caused and procured to be prosecuted the said indictment against the said T. N. there, to wit, at *Hicks's Hall* aforesaid, until our Lord the now King afterwards, for certain reasons caused the said indictment to be brought before him to be determined according to the law and custom of *England*. And the said J. G. afterwards falsely and maliciously, and without any reasonable or probable cause whatsoever prosecuted, and caused and procured

to be prosecuted the said indictment against the said T. N. in the court of our said Lord the now King, before the King himself here, to wit, at *Westminster*, in the said county of *Middlesex*, for a long time, to wit, until the said T. N. afterwards on——next after the end of the term of——in the——year of the reign of our said Lord the now King, at a sitting of *nisi prius* of the court of our Lord the King, before the King himself, then holden at *Westminster* in the county of *Middlesex* aforesaid, in the great hall of pleas there before *William* Lord *Mansfield*, then Chief Justice of our said present sovereign Lord the now King, assigned to hold pleas before the said King himself, by a jury of the said county of *Middlesex* was thereof duly acquitted. Whereupon afterwards, to wit, in——term in the——year aforesaid, in and by the said court of our Lord the now King, before the King himself, the said court then and still being at *Westminster* in the said county of *Middlesex*, it was considered and adjudged, that the said T. N. did go without day in that behalf, as by the record thereof remaining in the said court of our Lord the now King, before the King himself at *Westminster* aforesaid more fully appears. By means of which said false and malicious prosecution, and of the said indictment, and of other the premisses touching the same, he the said T. N. is, and has been greatly hurt, injured, and prejudiced in his good name, fame, credit and reputation, and is, and has been brought into great discredit, ignominy and disgrace, and was imprisoned, and kept and detained in prison for diverse large spaces of time, and was forced and obliged to expend and lay out, and did expend and lay out a large sum of money, to wit, the sum of one thousand pounds, and to undergo many great and arduous troubles, both of body and mind, in and about the obtaining his said acquittal and discharge from the said indictment, and proving and manifesting of his innocence of the premisses therein contained, to wit, at *Westminster* aforesaid, in the said county, to the said T. N. his damage of three

The Young Clerk's Magazine, &c. 275
three thousand pounds; and therefore he brings his
suit, &c.

Pledges to prosecute } John Doe,
and
Richard Roe.

*Declaration on a malicious Prosecution for
Forgery.*

Easter term in the twelfth year of the reign of King
George the third. Lee.

London (to wit) **T**. N. complains of J. G. being in
the custody of the marshal of
the Marshalsea of our Lord the now King, before the
King himself, for that *whereas* the said T. N. now is a
good, honest, just and faithful subject of this kingdom,
and as such a good, honest, just and faithful subject
hath always for all his life time past hitherto lived and
continued, and hath always hitherto been, said, held,
reputed, accepted and esteemed as such amongst all his
neighbours, and other persons, to whom he was any
ways known, and has never yet been guilty, or been
suspected to have been guilty of any felony, forgery,
or publication of any forged will or deed, or any
other such hurtful crime; by means of which said pre-
misses he the said T. N. before the false, scandalous
and malicious prosecution of the said J. G. hereafter
mentioned to be by him commenced and carried on
against the said T. N. had deservedly obtained, and got
to himself the benevolence, good opinion and credit
of all his neighbours, and other worthy subjects of
this kingdom to whom he was anywise known; yet
the said J. G. well knowing the premisses, but greatly
envying the happy state and condition of the said T.
N. and contriving, and maliciously intending to hurt,
injure and prejudice the said T. N. in his character and
reputation, and to deprive him of his good name and
credit, and to cause him to be esteemed and reputed
amongst

amongst his neighbours, and other worthy subjects of this kingdom, to be a person guilty of felony and forgery, and to cause him to undergo the pains and penalties by the laws and statutes of this realm made and provided against those that feloniously commit forgery, and to cause him to be imprisoned, and to be kept and detained in prison, and to put him to great charge and expence, and to vex, disturb and disquiet him, and to make him undergo such hardships, pains and labours both of body and mind, and to ruin him, at the general session of oyer and terminer of our Lord the now King, holden for the city of *London* at *Justice Hall* in the *Old Bailey*, within the parish of *St. Sepulchre*, in the ward of *Farringdon* without, in *London* aforesaid, on—the—day of—in the—year of the reign of our sovereign Lord *George* the third, King of *Great Britain*, &c. before Sir *S. F.* Baronet, then Mayor of the said city of *London*, *E. C.* Esq; then one of the Barons of the court of *Exchequer* of our said Lord the now King, *H. L.* Esq; then one other of the Barons of the said court, Sir *H. M.* Knight, then one of the Aldermen of the said city of *London*, Sir *W. M.* Knight, then Recorder of the said city, and others their fellows, then Justices of our said Lord the now King, assigned by letters patent of our said Lord the King, under the great seal of *Great Britain*, to the same Justices before named and others, and any four or more of them directed, to inquire more fully the truth by the oath of good and lawful men of the city of *London*, and by other ways, means, see *p.* 270, and methods by which they should or might better know, as well within liberties as without, by whom the truth of the matter might be better known of all treasons, misprisions of treason, insurrections, rebellions, counterfeittings, clippings, washings, false coinings, and other falsities of the money, of *Great Britain*, and other kingdoms or dominions whatsoever; and of all murders, felonies, manslaughters, killings, burglaries, rapes of women, unlawful meetings, conventicles, unlawful uttering of words, assemblies, misprisions, confederacies, false allegations,

tions, trespasses, riots, routs, retentions, escapes, contempts, falsities, negligences, concealments, maintenances, oppressions, champerties, deceits, and all other evil doings, offences and injuries whatsoever, and also the accessaries of them within the city aforesaid, as well within liberties as without, by whomsoever, and in what manner soever done, committed, or perpetrated, and by whom, or to whom, when, how, and after what manner; and of all other articles and circumstances concerning the premisses, and every of them, or any of them, in any manner whatsoever; and the said treasons, and other the premisses, to hear and determine, according to the laws and customs of *England*; He the said J. G. falsely and maliciously, and without any reasonable or probable cause indicted, and caused and procured to be indicted the said T. by the name of T. N. late of *London*, labourer, for that the said T. N. one T. W. late of *London* aforesaid labourer, and one R. C. late of *London* aforesaid, labourer, after the ——— day of ——— in the year of our Lord one thousand seven hundred and ——— to wit, on the ——— day of ——— in the second year of the reign of our said sovereign Lord the now King, with force and arms at *London* aforesaid, that is to say, at the parish of St. Binnet, near *Paul's Wharf*, in the ward of *Castle Baynard*, in *London* aforesaid, feloniously and falsely, did make, forge and counterfeit, and cause and procure to be falsely made, forged and counterfeited, and willingly did act and assist in the false making, forging and counterfeiting a certain paper writing or instrument, sealed and subscribed with the name *John Wilkinson*, purporting to be the last will and testament of *John Wilkinson*, which said paper writing or instrument was to the purport and effect following, that is to say, * “ *In the name of God. Amen.*
 “ *John Wilkinson*, late of the Princess *Amelia*, being of
 “ sound and disposing mind and memory, make this
 “ my last will and testament, first and principally com-
 “ mend my soul into the hands of Almighty God, ho-
 “ ping for remission of all my sins through the merits

* The will must be set out *literatim*.

" of Jesus Christ my blessed Saviour Redeemer, and
 " my body to the earth or sea, as it shall please God;
 " and as for such worldly estate and effects which I
 " shall be possessed of, or titled unto at the time of
 " my decease, I give and bequeath the same follow-
 " eth, that is to say, unto my loving friend *John Daunt*
 " of *Lisbon*, in the kingdom of *Portl. Viçer.* all such
 " salary or salarys, prize money, bounty money, wa-
 " ges, tickets, short allowance money, smart money,
 " and all other sum or sums of money that shall be
 " due to me at my decease. And I do hereby grant
 " the said *John Daunt* whole and sole executor of my
 " last will and testament, and do hereby revoke and
 " disanull other wills at any time by me beefore
 " made. And I do hereby nominate, constitute and
 " appointe the said *John Daunt* executor of this my
 " last will and testament. And I do give and be-
 " queath unto my said executor all the rest of my e-
 " state whatsoever, both real and personall, hereby
 " revoking and making void all others and former
 " wills by me heretofore made as aforesaid, declare
 " this to be my last will and testament. In witness
 " whereof I have hereunto set my hand and seal this
 " fifth day of *May* in the year of our Lord 1747.
 " *Jen. Wilkinson.* Signed, sealed, published, and de-
 " clared the said *Jen. Wilkinson* as and for his last will
 " and testament, in the presents of us, who have here-
 " unto subscribed our names as witnesses in the presents
 " of the said testator, *Thomas Carty, Dinisb Collins,*
 with intention to defraud *J. W.* at the time of prefer-
 ring of the said indictment at the said session of the pa-
 rish of *St. George*, in the county of *Middlesex*, mari-
 ner, against the form of the statute in such case made
 and provided, and against the peace of our Lord the
 row king, his crown and dignity. And further, for
 that the said *T. N. T. W.* and *R. C.* after the said
 _____ day of _____ in the year of our Lord
 one thousand seven hundred and _____ to wit,
 on the said _____ day of _____ in the
 said second year of the reign of our said now Lord
 the king, with force and arms at *London* aforesaid,
 that is to say, at the parish of *St. Bennet*, near *Paul's*
Wharf

Wharf aforesaid, in the ward of *Castle Baynard* aforesaid, in *London* aforesaid, falsely and feloniously did utter and publish as true, a certain, false, forged and counterfeited paper, writing or instrument, sealed and subscribed with the name *Jen. Wilkinson*, purporting to be the last will and testament of *Jen. Wilkinson*, which said last mentioned paper, writing or instrument, was to the purport and effect following; that is to say, “ * *In the name of God. Amen. Jen. Wilkinson* of the Princess *Amelia*, being of sound and disposing mind and memory, make this my last will and testament, first and principally commend my soul into the hands of Almighty God, hoping for remission of all my sins through the merits of Jesus Christ my blessed Saviour Redeemer; and my body to the earth or sea, as it shall please God; and as for such worldly estate and effects which I shall be possessed of, and titled into at the time of my decease, I give and bequeath the same followeth; that is to say, unto my loving friend *John Daunt* of *Lisbon* in the kingdom of *Portl. Vicer.* all such salary or salaries, prize money, bounty money, wages, tickets, short allowance money, smart money, and all other sum or sums of money, that shall be due to me at my decease. And I do hereby grant the said *John Daunt* whole and sole executor of my last will and testament, and do hereby revoke and disannul other wills at any time by me before made. And I do hereby nominate, constitute and appointe the said *John Daunt* executor of this my last will and testament. And I do give and bequeath unto my said executor all the rest and residue o estate whatsoever, both real and personall, hereby revoking and making void all others and former by me heretofore made as aforesaid, declare this to be my last will and testament. *In witness* whereof I have hereunto set my hand and seal this fifth day of *May* in the year of our Lord 1747. *Jen. Wilkinson.* Signed, sealed, published, and declared the said *Jen. Wilkinson* as and for his last will and testament, in the presents

* The will must be set forth *literatim*.

“ of us who have hereunto subscribed our names as
 “ witness, in the presents of the said testator, *Thomas*
 “ *Carty, Dinisb Collins,*” with intention to defraud the
 said *J. W.* then (meaning at the time of the preferring
 of the said indictment) of the parish of *St. George* in the
 county of *Middlesex*, mariner, they the said *T. N. T.*
W. and *R. C.* at the time of the uttering and publish-
 ing the same last-mentioned paper writing or instrument
 then and there well knowing, and each of them well
 knowing the same to be false, forged, and counter-
 feited, against the form of the statute in such case made
 and provided, and against the peace of our said Lord
 the king, his crown and dignity ; and he the said *J.*
 falsely and maliciously, and without any reasonable or
 probable cause whatsoever prosecuted, and caused and
 procured the said indictment to be preferred against the
 said *T. N.* to wit, at *London* aforesaid, in the parish
 and ward aforesaid, from thence, until the said *T. N.*
 afterwards to wit, at the general session of oyer and
 terminer holden for the city of *London* aforesaid, at
Justice Hall aforesaid, on ——— the ——— day of
 ——— in the same second year of the reign of our said
 sovereign Lord the now king, before Sir *C. G.* Baronet,
 then Mayor of the said city of *London*, Sir *T. P.* knight,
 then Chief Baron of the court of *Exchequer* of our
 Lord the king, Sir *M. F.* knight, then one of the
 justices of our Lord the king, assigned to hold pleas
 before the king himself, Sir *T. B.* Knight, then one
 of the justices of our Lord the King of the court of
Common Pleas, Sir *R. L.* Knight, then one of the al-
 dermen of the said city of *London*, Sir *W. M.* Knight,
 then recorder of the same city, *T. R.* Esquire, then
 one other of the aldermen of the same city, and others
 their fellows, then justices of our said Lord the king,
 assigned by letters patent of our said Lord the King,
 under the Great Seal of *Great Britain*, to the same
 justices last named, and others, and any four or more
 of them directed, to inquire more fully the truth by the
 oath of good and lawful men of the city of *London*
 aforesaid, and by other ways, means and methods
 by which they should or might better know (as well
 within liberties as without) by whom the truth
 of

of the matter might be better known, of all treasons, misprisions of treason, insurrections, rebellions, counterfeittings, clippings, washings, false coinings, and other falsities of the money of *Great Britain*, and other kingdoms or dominions whatsoever; and of all murders, felonies, manslaughters, killings, burglaries, rapes of women, unlawful meetings, conventicles, unlawful uttering of words, assemblies, misprisions, confederacies, false allegations, trespasses, riots, routs, re-tentions, escapes, contempts, falsities, negligences, concealments, maintenances, oppressions, champerties, deceipts, and all other evil doings, offences and injuries whatsoever, and also the accessaries of them within the city aforesaid (as well within liberties as without) by whomsoever, and in what manner soever done, committed or perpetrated, and by whom or to whom, when, how, and after what manner, and of all other articles and circumstances concerning the premisses, and every of them, or any of them, in any manner whatsoever, and the said treasons, and other the premisses to hear and determine according to the laws and customs of *England*, was thereof by a jury of the said city duly acquitted. *Whereupon* afterwards, to wit, on the same day and year last aforesaid, in and by the said court of our said Lord the now King of the session aforesaid, it was considered and adjudged that the said *T. N.* of the premisses aforesaid, in the indictment aforesaid above specified, should be discharged, and go without day; by means of which said false and malicious prosecution of the said indictment, and of other the premisses touching the same, he the said *T. N.* is, and has been greatly hurt, injured and prejudiced in his good name, fame, credit and reputation, and is and has been brought into great discredit, ignominy and disgrace, and was imprisoned, and kept and detained in prison for divers large spaces of time, and was forced and obliged to expend and lay out, and did expend and lay out a large sum of money, to wit, the sum of five thousand pounds, and to undergo many great and arduous troubles and labours both of body

dy and mind, in and about obtaining his said acquittal and discharge from the said indictment, and proving and manifesting of his innocence of the premisses therein contained, to wit, at *London* aforesaid, in the parish and ward aforesaid, to the said *T. N.* his damage of five thousand pounds; and therefore he brings his suit, &c.

Fledges to prosecute { *John Doe,*
and
Richard Roe.

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